



Meetings are held at the  
Ilwaco Community Building Meeting Room  
158 First Ave North in Ilwaco, WA

**CITY OF ILWACO  
CITY COUNCIL MEETING  
Monday, May 11 2015**

**6:00 p.m. REGULAR COUNCIL MEETING**

**AGENDA**

**A. Call to order**

**B. Flag Salute**

**C. Roll Call**

**D. Approval of Agenda**

**E. Consent Agenda**

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

**1. Approval of Minutes (TAB 1)**

- a. April 27, 2015 Regular Meeting
- b. April 27, 2015 Special Meeting

**2. Claims & Vouchers (TAB 2)**

- a. Checks: 37782 to 37788 + electronic payments \$33,653.82
- b. Checks: 37789 to 37845 \$274,376.24
- GRAND TOTAL: \$308,030.06

**F. Proclamations**

- 1. Emergency Medical Services Week 2015 (Brian Cole, Operations Supervisor)

**G. Reports**

**1. Staff Reports (TAB 3)**

- a. Chief of Police Report
- b. Deputy Clerk Report
  - i. City Hall is now the primary contact for both building and planning permits, and payments.
  - ii. Thank you to Chief Wright and his department, and also to Austin Benson with the Public Works Crew for help with the children's Loyalty Day Parade and keeping the streets safe!

2. Council Reports
3. Mayor's Report

#### **H. Comments of Citizens and Guests Present**

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

#### **I. Business**

1. Partnership with Invoice Cloud for utility Billing Payment Options (TAB 4) – *Karnofski*

#### **J. Discussion**

1. Renewal of Goulter Sludge Disposal Site Contract and Option Agreement and Agreement of Purchase and Sale (TAB 9) - *Cassinelli*
2. Amend Title 15.16 of the Ilwaco Municipal Code, Development in Flood Areas (TAB 10) - *Cassinelli*
3. Water Treatment Plant Improvements – Rebid Change Order #1 (TAB 11) – *Cassinelli*

#### **K. Correspondence and Written Reports**

#### **L. Future Discussion/Agendas**

1. Amended Procedures Ordinance --*City Planner*
2. Pursuit of New Agreement with Seaview Sewer District –*Cassinelli*
3. Update to Critical Areas Ordinance – *City Planner*

#### **M. Adjournment**

#### **N. Upcoming Meetings**

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	05/26/15 06/08/15	6:00 p.m.	Community Building
City Council	Special Meeting–DOH	Tuesday	05/12/15	11:00a.m.	Ilwaco Fire Hall
Planning Commission	Regular Meeting	Tuesday	06/02/15	6:00 p.m.	Community Building
Port/City Meeting	Regular Meeting	Tuesday	<del>05/12/15</del> 05/19/15	5:00 p.m.	Port of Ilwaco Meeting Room
Parks & Rec. Commission	Regular Meeting	Tuesday	05/12/15	6:00 p.m.	Ilwaco Fire Hall





**CITY COUNCIL**  
**Special Council Meeting**  
**Monday April 27, 2015**

**A. Call to Order**

Mayor Cassinelli called the special meeting to order at 5:03 p.m.

**B. Roll Call**

Councilmembers Jensen, Karnofski, Marshall, Chambreau, and Forner. Mayor Cassinelli, and Deputy Clerk Holly Beller.

**C. Source Watershed Control Plan**

1. Garrett Phillips with CREST presented the Source Watershed Control Plan to council. The Source Watershed Plan is a requirement under state law to update every six years. State of Washington places the burden of water protection on the City. The council may recommend to adopt the draft plan, and then it will be submitted to Department of Health (DOH) for approval. Garrett touched on each chapter of the plan;
  - a. Assessment of Conditions and contaminants, with recommendations on how to handle them.
  - b. Pending timber harvests should be the primary focus. Logging poses the biggest risk to the water source. 1987 contract gives the timber owner the right to harvest our land.
  - c. Underlying goal of the plan is to protect our water rather than invest in treatment upgrades. Sediments and by-products can cause shut down of the plant.
  - d. Creeks within the watershed are not within the Shoreline Management Program
  - e. OHV (Off Highway Vehicle) use is allowed on Wahlberg Road.
2. Recommendations
  - a. Culvert maintenance and improvements
  - b. Review forest practice applications
  - c. Forest Management Plan (after acquisition of timber)
  - d. Management of Wahlberg Road with Pacific County.
3. Garrett is available for tours of the watershed. Chance Yecklee with Weyerhaeuser is also a great resource and can be reached at (360) 355-0333 or [chance.yecklee@weyerhauser.com](mailto:chance.yecklee@weyerhauser.com)

**D. Council Comments**

1. Councilmember Marshall would like Table Xx: Water Balance to reflect that "Available Storage" should be considered as "available water"
2. Councilmember Jensen asked what likely pesticides may be used by Weyerhaeuser when re-plants.
3. Mayor Cassinelli stated that Teresa Walker (DOH) thought the water treatment plant was built very well and may have even been capable of producing un-treated water from the water source for public consumption. Additionally, the city owns the land surrounding the water shed and up to the ridge lines. In theory, this should reduce the amount of potential pesticides entering the watershed. Watershed signage should also be increased and updated.

**E. Adjournment:**

Council requested that the Source Watershed Control Plan be submitted in this form to DOH for review. Formal adoption may occur as early as the end of May 2015.

**Mayor Cassinelli adjourned the meeting at 5:59 p.m.**

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Mike Cassinelli, Mayor

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Holly Beller, Deputy City Clerk



**CITY OF ILWACO  
CITY COUNCIL MEETING  
Monday April 27, 2015**

**A. Call to Order**

1. Mayor Cassinelli called the meeting to order at 6:01pm.

**B. Flag Salute**

1. The Pledge of Allegiance was recited.

**C. Roll Call**

1. Present: Mayor Cassinelli and Councilmembers Jensen, Karnofski, Marshall, Chambreau, and Forner.

**D. Approval of Agenda**

1. **ACTION: Motion to approve amended agenda with correction to Business Item 2, move from Business Item 2 to Discussion Item 1. (Marshall/Forner) 5 Ayes 0 Nays 0 Abstain.**

**E. Approval of Consent Agenda**

1. Including Checks 37742 to 37743 + Electronic totaling \$19,304.07 and Checks: 37744 to 37781 totaling \$89,713.00 for a grand total of \$109,017.07.

**ACTION: Motion to approve the consent agenda with correction to the minutes of April 13, 2015. (Marshall/Karnofski). 5 Ayes 0 Nays 0 Abstain.**

**F. Reports**

**1. Staff Reports**

**i. Treasurer's Report**

Included in council packet.

**ii. Fire Chief Report**

Worked with Police Department on the military shell found in Sahalee. Thanks to the Berani boys' for feeding the group.

**iii. Chief of Police Report**

Appreciate the assistance from the Fire Dept. and City crew with the military shell. Report on Pugz Adams and the Homeless Camp was presented. Chief Wright asked for council to attend the workshop planned for later in the month.

**iv. Deputy City Clerk**

The Black Lake Fishing Derby is done and attendance was good with 199 children registered.



**v. Wastewater Treatment Plant**

Warren Hazen reported that the wastewater treatment plant UV filters may only have about another year of life.

**2. Council Reports**

- i. Councilmember Jensen attended the Black Lake Fishing Derby. It was a great day for fishing.
- ii. Councilmember Karnofski also attended the Black Lake Fishing Derby. Attendance of 199, weather was great! Brazilian Elodea is aggressive and is growing back in areas. It will be treated this fall, however we need to work with the cranberry farmers to get the timing right. Thank you to all the derby volunteers!
- iii. Councilmember Marshall shared dialogue about the Critical Areas Ordinance update with council, planner, and clerk. Assessed the firehouse for network capability and thinks the building was laid out very well for the network. Raymond Federal Bank has donated a switch that was needed.
- iv. Councilmember Forner thanked Councilmember Marshall for looking at the network. Also attended derby and helped with traffic control and the crossing between New Life Church and Black Lake. He shared that this is an excellent opportunity to discuss traffic control measures with other departments. Speeding vehicles were a concern during the derby.

**3. Mayor's Report**

- i. Thank you to the Parks and Recreations Commission for another successful year at the derby. Thank you to the Fire Dept. and Sparky for attending. Also thanks to Laurie Hazen and Doug Knutzen for attending and volunteering. Thank you to everyone who donated prizes. The Black Lake Fishing Derby is one of the most enjoyable events that the City of Ilwaco brings to the community. Let's get the Elodea sprayed asap!
- ii. Attended PCOG and CREST meetings, as well as met with Dina Horton from Senator Cantwell's office and talked about trail management.

**G. Comments of Citizens and Guests Present**

**1. None**

- i. Mayor Cassinelli commented that City Hall received a request for microphones at City Council meetings, which we will be looking into.

**H. Business**

**1. Vacation of a Portion of Public Right-of-Way**

- i. City Hall was asked to look back for receipts of fees collected for prior road vacations which were not found. Discussion of how the city acquired the land and if there has ever been any cost incurred by the city. Discussion on where within WAC/RCW it states that the City doesn't have to charge a fee.

**I move to approve the application for Vacation of a Portion of Public Right-of-Way as set forth by Doug Knutzen in the Master Planning Permit**

Application dated February 10, 2015 with no fee. (Marshall/Chambreau). 5 Ayes 0 Nays 0 Abstain.

**2. Wastewater UV Disinfection Upgrades**

- i. Updated pictures and letters presented to council. Competitive bids presented starting around \$150,000. This is a budgeted item for 2015.

**I move to accept the bids from Aquionics and Wadsworth Electric to provide two upgraded UV System Model IL W 1250 in the amount of \$102,000, recommended Spare Parts in the amount of \$6,000, electrical installation from Wadsworth Electric in the amount of \$4,900, for a total amount of \$112,900. (Jensen/Karnofski) 5 Ayes 0 Nays 0 Abstain**

**3. Contract for Professional Engineering Services**

- i. Required yearly by state law.

**I move to approve the mayor to execute the proposed Contract for Professional Engineering Services between the City of Ilwaco and Gray & Osborne, Inc., and to confirm their appointment as City Engineer. (Forner/Jensen)**

- ii. Discussion over language of motion and if an RCW/WAC should be cited.

**Withdraw Original Motion (Forner/Jensen)**

**After reviewing the public engineering services roster by the utility committee, I move to approve the mayor to execute the proposed Contract for Professional Engineering Services between the City of Ilwaco and Gray & Osborne, Inc., and to confirm their appointment as City Engineer. (Karnofski/Chambreau) 5 Ayes 0 Nays 0 Abstain**

**I. Discussion**

**1. Sole Source Purchase Resolution, Wastewater Plant**

- i. Mayor Cassinelli presented additional bids from competitors. Sole Source Resolution not required.

**ACTION: Move contract proposal to business at this meeting. (Jensen/Forner) 5 Ayes 0 Nays 0 Abstain**

**2. Invoice Cloud for Utility Billing Payment Options**

- i. Discussion revolved around if the city is interested in charging for the credit card costs associated with the new service, or will the city absorb that cost and not pass onto the customer? Council agreed that the city should absorb the cost and requested additional figures on only that option.

**ACTION: Move to business at next meeting.**

**3. Contract for Professional Engineering Services**

Per WAC/RCW, the city must update our professional service contracts yearly. Discussion regarding research with MRSC process of selection.

**ACTION: Move to business at this meeting. (Forner/Jensen) 5 Ayes 0 Nays 0 Abstain**

**J. Correspondence and Written Reports**

1. None

**K. Future Discussion/Agendas**

1. Amended Procedures Ordinance
2. Pursuit of New Agreement with Seaview Sewer District

- L. Motion to adjourn the meeting (Chambreau)** Mayor Cassinelli adjourned the meeting at 7:00 p.m.

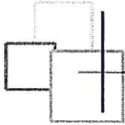
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Mike Cassinelli, Mayor

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Holly Beller, Deputy City Clerk





## Register

NUMBER	NAME	DESCRIPTION	AMOUNT
37782	Gardner, Darv W	2015 - May - First meeting	\$1,983.11
37783	Jensen, David	2015 - May - First meeting	\$181.91
37784	Williams, Thomas R	2015 - May - First meeting	\$971.75
37785	AWC - Life Insurance	2015 - May - First meeting	\$13.40
37786	AWC Employee Benefit Trust	2015 - May - First meeting	\$4,897.07
37787	Dept of Retirement - Def Comp	2015 - May - First meeting	\$280.00
37788	Dept of Retirement Systems	2015 - May - First meeting	\$5,658.26
Beller, Holly Celeste	ACH Pay - 1494	2015 - May - First meeting	\$1,333.57
Benson, Austin	ACH Pay - 1495	2015 - May - First meeting	\$1,238.03
Cassinelli, Michael	ACH Pay - 1496	2015 - May - First meeting	\$423.96
Chambreau, Jon H.	ACH Pay - 1497	2015 - May - First meeting	\$181.91
Forner, Gary	ACH Pay - 1498	2015 - May - First meeting	\$399.55
Gray, Richard Roy	ACH Pay - 1500	2015 - May - First meeting	\$1,075.10
Gustafson, David M.	ACH Pay - 1501	2015 - May - First meeting	\$1,580.21
Hazen, Warren M.	ACH Pay - 1502	2015 - May - First meeting	\$1,769.90
Marshall, Fred	ACH Pay - 1504	2015 - May - First meeting	\$181.91
Mc Kee, David A	ACH Pay - 1505	2015 - May - First meeting	\$1,956.15
Mulinix, Vinessa	ACH Pay - 1506	2015 - May - First meeting	\$181.11
Richardson, Troy	ACH Pay - 1507	2015 - May - First meeting	\$1,418.06
Smith, Ariel	ACH Pay - 1508	2015 - May - First meeting	\$1,265.93
Staples, Terri P	ACH Pay - 1509	2015 - May - First meeting	\$416.93
EFT 5-5-15	U.S. Treasury Department	2015 - May - First meeting	\$5,496.00
EFT 5-5-15	Discovery Benefits	2015 - May - First meeting	\$750.00
			<b>\$33,653.82</b>

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

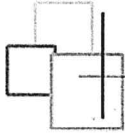
\_\_\_\_\_  
Treasurer

37782 through 37788 and electronic payments totalling \$33,653.82 are approved this 11th day of May, 2015.

\_\_\_\_\_  
Council member

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Council member

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Council member



# Register

Fiscal: 2015

Deposit Period: 2015 - May

Check Period: 2015 - May - First meeting

Number	Name	Print Date	Amount
<b>Bank of the Pacific</b>	<b>8023281</b>		
<b>Check</b>			
<u>37789</u>	Rotschy Inc	5/11/2015	\$145,513.41
<u>37790</u>	A & E Security Solutions, Inc.	5/11/2015	\$568.65
<u>37791</u>	A Sparkling Castle	5/11/2015	\$455.00
<u>37792</u>	A-1 Redi Mix	5/11/2015	\$829.47
<u>37793</u>	Advanced Analytical Solutions	5/11/2015	\$387.00
<u>37794</u>	Astoria Scuba & Adventure Sports,	5/11/2015	\$123.00
<u>37795</u>	Blue Crab Graphics	5/11/2015	\$1,389.75
<u>37796</u>	Cartomation, Inc.	5/11/2015	\$50.00
<u>37797</u>	Chinook Observer	5/11/2015	\$94.99
<u>37798</u>	City of Ilwaco	5/11/2015	\$2,185.73
<u>37799</u>	City of Long Beach	5/11/2015	\$15,261.69
<u>37800</u>	Clatsop Power Equip Inc	5/11/2015	\$33.52
<u>37801</u>	Consolidated Supply Co.	5/11/2015	\$383.38
<u>37802</u>	D J Witmer Company	5/11/2015	\$169.86
<u>37803</u>	Dennis CO	5/11/2015	\$946.38
<u>37804</u>	Department of Commerce - PWTF	5/11/2015	\$80,636.57
<u>37805</u>	Englund Marine Supply Inc	5/11/2015	\$154.14
<u>37806</u>	Evergreen Septic Service	5/11/2015	\$135.00
<u>37807</u>	Fastenal Company	5/11/2015	\$148.13
<u>37808</u>	Ferguson Enterprises, Inc.	5/11/2015	\$783.18
<u>37809</u>	Forner, Gary	5/11/2015	\$191.24
<u>37810</u>	Goulter Diamond Bar Ranch	5/11/2015	\$1,333.33
<u>37811</u>	Green River Community	5/11/2015	\$5.00
<u>37812</u>	Grundfos CBS Inc.	5/11/2015	\$183.43
<u>37813</u>	Hach Company	5/11/2015	\$19.21
<u>37814</u>	HD Fowler Company	5/11/2015	\$174.80
<u>37815</u>	IFOCUS Consulting Inc.	5/11/2015	\$360.00
<u>37816</u>	IHI Excavator Sales LLC	5/11/2015	\$645.39
<u>37817</u>	John Deere Financial	5/11/2015	\$1,082.23
<u>37818</u>	Kris Kaino	5/11/2015	\$412.00
<u>37819</u>	Kubwater Resources Inc.	5/11/2015	\$1,373.66
<u>37820</u>	LEAF	5/11/2015	\$130.00
<u>37821</u>	MRSC Rosters	5/11/2015	\$120.00
<u>37822</u>	Nancy McAllister	5/11/2015	\$412.00
<u>37823</u>	Naselle Rock & Asphalt	5/11/2015	\$1,430.94
<u>37824</u>	North Central Laboratories	5/11/2015	\$520.58
<u>37825</u>	Oman & Son	5/11/2015	\$61.73
<u>37826</u>	One Call Concepts, Inc.	5/11/2015	\$14.34
<u>37827</u>	Otak	5/11/2015	\$399.48
<u>37828</u>	Pacific County DCD	5/11/2015	\$400.00
<u>37829</u>	Peninsula Sanitation Service, Inc.	5/11/2015	\$385.00
<u>37830</u>	Purchase Power	5/11/2015	\$500.00
<u>37831</u>	Rick Gray	5/11/2015	\$34.98
<u>37832</u>	Ryan Herco Products Corp	5/11/2015	\$187.94
<u>37833</u>	Sid's IGA	5/11/2015	\$54.19
<u>37834</u>	Sunset Auto Parts Inc.	5/11/2015	\$63.80
<u>37835</u>	Troy Richardson	5/11/2015	\$125.00
<u>37836</u>	USA Blue Book	5/11/2015	\$288.88
<u>37837</u>	Verizon Wireless	5/11/2015	\$96.40
<u>37838</u>	Visa	5/11/2015	\$877.13
<u>37839</u>	WA State Dept. of Ecology *	5/11/2015	\$2,359.44
<u>37840</u>	WA State Labor & Industry	5/11/2015	\$69.10
<u>37841</u>	Wadsworth Electric	5/11/2015	\$973.81
<u>37842</u>	Wilcox & Flegel Oil Co.	5/11/2015	\$1,216.55
<u>37843</u>	William R. Penoyar, Attorney at Law	5/11/2015	\$412.00

<u>37844</u>	Wirkkala Radio-TV	5/11/2015	\$73.82
<u>37845</u>	Xylem Water Solutions USA Inc.	5/11/2015	\$7,139.99
		<b>Total Check</b>	<b>\$274,376.24</b>
		<b>Total 8023281</b>	<b>\$274,376.24</b>
		<b>Grand Total</b>	<b>\$274,376.24</b>

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

\_\_\_\_\_  
Treasurer

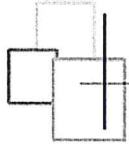
37789 through 37845 totalling \$274,376.24 are approved this 11th day of May, 2015.

\_\_\_\_\_  
Council member

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Council member

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Council member





## Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
<b>A &amp; E Security Solutions, Inc.</b>					
	37790			2015 - May - First meeting	
		Invoice - 5/4/2015 12:04:08 PM			
			001-000-000-514-20-31-00	Office & Operating Supplies	\$113.73
			001-000-000-522-10-31-00	Office & Operating Supplies	\$113.73
			101-000-000-543-30-30-00	Office And Operating	\$113.73
			401-000-000-534-00-31-00	Operation & Maintenance	\$113.73
			409-000-000-535-00-31-01	Operations And Maintenance	\$113.73
		Total Invoice - 5/4/2015 12:04:08 PM			\$568.65
	Total 37790				\$568.65
<b>Total A &amp; E Security Solutions, Inc.</b>					
<b>A Sparkling Castle</b>					
	37791			2015 - May - First meeting	
		Invoice - 4/30/2015 12:39:58 PM			
			001-000-000-514-20-31-00	Office & Operating Supplies	\$80.00
			001-000-000-522-10-31-01	Training/Attendance	\$40.00
			001-000-000-572-50-41-00	Custodian Library	\$335.00
		Total Invoice - 4/30/2015 12:39:58 PM			\$455.00
	Total 37791				\$455.00
<b>Total A Sparkling Castle</b>					
<b>A-1 Redi Mix</b>					
	37792			2015 - May - First meeting	
		Invoice - 4/30/2015 11:55:47 AM			
			1841		
			401-000-000-594-62-34-00	Plant Improvements	\$301.84
			408-000-000-594-31-64-00	Drainage Construction	\$527.63
		Total Invoice - 4/30/2015 11:55:47 AM			\$829.47
	Total 37792				\$829.47
<b>Total A-1 Redi Mix</b>					
<b>Advanced Analytical Solutions</b>					
	37793			2015 - May - First meeting	
		Invoice - 4/29/2015 9:25:35 AM			
			15348		
			409-000-000-535-00-31-02	Chemicals	\$387.00
		Total Invoice - 4/29/2015 9:25:35 AM			\$387.00
	Total 37793				\$387.00
<b>Total Advanced Analytical Solutions</b>					
<b>Astoria Scuba &amp; Adventure Sports, LLC</b>					
	37794			2015 - May - First meeting	
		Invoice - 4/29/2015 9:23:48 AM			
			3407		
			001-000-000-522-10-31-00	Office & Operating Supplies	\$123.00
		Total Invoice - 4/29/2015 9:23:48 AM			\$123.00
	Total 37794				\$123.00
<b>Total Astoria Scuba &amp; Adventure Sports, LLC</b>					
<b>Blue Crab Graphics</b>					
	37795			2015 - May - First meeting	
		Invoice - 4/29/2015 9:30:58 AM			
			Derby Shirts		
			001-000-000-573-90-49-00	Black Lake Fishing Derby	\$1,389.75
		Total Invoice - 4/29/2015 9:30:58 AM			\$1,389.75
	Total 37795				\$1,389.75
<b>Total Blue Crab Graphics</b>					
<b>Cartomation, Inc.</b>					
	37796			2015 - May - First meeting	
		Invoice - 4/30/2015 12:39:50 PM			
			001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
				GIS map storage	
		Total Invoice - 4/30/2015 12:39:50 PM			\$50.00
	Total 37796				\$50.00
<b>Total Cartomation, Inc.</b>					
<b>Chinook Observer</b>					
	37797			2015 - May - First meeting	
		Invoice - 5/4/2015 12:05:03 PM			
			30301504		

	001-000-000-511-30-44-00	Official Publications	\$94.99
	<b>Total Invoice - 5/4/2015 12:05:03 PM</b>		<b>\$94.99</b>
<b>Total 37797</b>			<b>\$94.99</b>
<b>Total Chinook Observer</b>			<b>\$94.99</b>
<b>City of Ilwaco</b>			<b>\$94.99</b>
<b>37798</b>			
	<b>2015 - May - First meeting</b>		
	<b>Invoice - 4/30/2015 12:22:05 PM</b>		
	001-000-000-514-20-47-02	Water - City Hall	\$52.13
	001-000-000-514-20-47-03	Sewer - City Hall	\$76.14
	001-000-000-514-20-47-04	Storm Drainage	\$25.11
	001-000-000-522-50-47-01	Water	\$157.77
	001-000-000-522-50-47-02	Sewer	\$223.96
	001-000-000-522-50-47-03	Storm Drainage	\$70.47
	001-000-000-572-50-47-01	City Water	\$161.09
	001-000-000-572-50-47-02	City Sewer	\$231.27
	001-000-000-572-50-47-03	Storm Drainage	\$10.99
	001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk	\$196.64
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$60.61
	001-000-000-576-80-47-03	Storm Drainage	\$21.98
	409-000-000-535-00-47-02	Water	\$403.17
	409-000-000-535-00-47-03	Sewer	\$461.42
	409-000-000-535-00-47-05	Storm Drainage	\$32.98
	<b>Total Invoice - 4/30/2015 12:22:05 PM</b>		<b>\$2,185.73</b>
<b>Total 37798</b>			<b>\$2,185.73</b>
<b>Total City of Ilwaco</b>			<b>\$2,185.73</b>
<b>City of Long Beach</b>			<b>\$2,185.73</b>
<b>37799</b>			
	<b>2015 - May - First meeting</b>		
	<b>Invoice - 4/30/2015 12:38:23 PM</b>		
	001-000-000-521-10-50-00	Law Enforcement Contract	\$15,261.69
	<b>Total Invoice - 4/30/2015 12:38:23 PM</b>		<b>\$15,261.69</b>
<b>Total 37799</b>			<b>\$15,261.69</b>
<b>Total City of Long Beach</b>			<b>\$15,261.69</b>
<b>Clatsop Power Equip Inc</b>			<b>\$15,261.69</b>
<b>37800</b>			
	<b>2015 - May - First meeting</b>		
	<b>Invoice - 5/4/2015 1:01:55 PM</b>		
	133263		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$33.52
	<b>Total Invoice - 5/4/2015 1:01:55 PM</b>		<b>\$33.52</b>
<b>Total 37800</b>			<b>\$33.52</b>
<b>Total Clatsop Power Equip Inc</b>			<b>\$33.52</b>
<b>Consolidated Supply Co.</b>			<b>\$33.52</b>
<b>37801</b>			
	<b>2015 - May - First meeting</b>		
	<b>Invoice - 4/29/2015 9:30:02 AM</b>		
	S7278811.002		
	401-000-000-594-62-34-00	Plant Improvements	\$383.38
	<b>Total Invoice - 4/29/2015 9:30:02 AM</b>		<b>\$383.38</b>
<b>Total 37801</b>			<b>\$383.38</b>
<b>Total Consolidated Supply Co.</b>			<b>\$383.38</b>
<b>D J Witmer Company</b>			<b>\$383.38</b>
<b>37802</b>			
	<b>2015 - May - First meeting</b>		
	<b>Invoice - 5/1/2015 3:57:17 PM</b>		
	8462		
	001-000-000-514-20-20-00	Personnel Benefits	\$33.97
	101-000-000-542-30-20-00	Benefits	\$33.97
	401-000-000-534-00-20-00	Benefits	\$33.97
	408-000-000-531-38-20-00	Benefits	\$33.97
	409-000-000-535-00-20-00	Employee Benefits	\$33.98
	<b>Total Invoice - 5/1/2015 3:57:17 PM</b>		<b>\$169.86</b>
<b>Total 37802</b>			<b>\$169.86</b>
<b>Total D J Witmer Company</b>			<b>\$169.86</b>
<b>Dennis CO</b>			<b>\$169.86</b>
<b>37803</b>			
	<b>2015 - May - First meeting</b>		
	<b>Invoice - 5/4/2015 1:08:16 PM</b>		
	001-000-000-522-10-31-00	Office & Operating Supplies	\$77.53
	001-000-000-573-90-49-00	Black Lake Fishing Derby	\$83.02
	001-000-000-576-80-31-00	Office & Operating Supplies	\$49.54
	101-000-000-543-30-30-02	Small Tools & Equipment	\$169.39
	401-000-000-534-00-31-00	Operation & Maintenance	\$551.80
	408-000-000-531-38-31-01	Operations & Maintenance	\$7.55
	409-000-000-535-00-31-08	Office Supplies & Customer	\$7.55
	<b>Total Invoice - 5/4/2015 1:08:16 PM</b>		<b>\$946.38</b>
<b>Total 37803</b>			<b>\$946.38</b>
<b>Total Dennis CO</b>			<b>\$946.38</b>
<b>Department of Commerce - PWTF</b>			<b>\$946.38</b>
<b>37804</b>			
	<b>2015 - May - First meeting</b>		
	<b>Invoice - 5/6/2015 12:57:02 PM</b>		
	PW04691PRE116		
	403-000-000-397-00-00-05	Transfer-Sewer Pwtf 04-691	(\$1,633.38)

	403-000-000-591-34-70-03	Pwtf 04-691 Principal	\$1,496.22
	403-000-000-592-34-80-03	Ptwf 04-691 Interest	\$137.16
	408-000-000-591-38-72-02	Pw-04-691 Principal	\$1,496.22
	408-000-000-592-31-83-02	Pw-04-691 Interest	\$137.16
	409-000-000-597-00-00-12	TO 403 Wwtp Pwtf Red04-691-	\$1,633.38
	<b>Total Invoice - 5/6/2015 12:57:02 PM</b>		<b>\$3,266.76</b>
	<b>Invoice - 5/6/2015 12:57:07 PM</b>		
	<b>PW97791007</b>		
	403-000-000-397-00-00-03	Transfer-Sewer Pwtf97-791-	(\$14,200.52)
	403-000-000-591-34-70-01	Pwtf 97-791-007 Principal	\$13,118.26
	403-000-000-592-34-80-01	Pwtf 97-791-007 Interest	\$1,082.26
	409-000-000-597-00-00-05	Wwtp - TO 403 Pwtf	\$14,200.52
	<b>Total Invoice - 5/6/2015 12:57:07 PM</b>		<b>\$14,200.52</b>
	<b>Invoice - 5/6/2015 12:58:02 PM</b>		
	<b>PW06962017</b>		
	403-000-000-397-00-72-04	Tran From Sewer Pwtf06-962-	(\$13,249.75)
	403-000-000-591-35-72-04	Pwtf - 06-962-0017 Principal	\$12,559.00
	403-000-000-592-35-80-04	Pwtf - 06-962-0017 Interest	\$690.75
	409-000-000-597-00-00-10	TO 403 Wwtp Pwtf 06-962-017	\$13,249.75
	<b>Total Invoice - 5/6/2015 12:58:02 PM</b>		<b>\$13,249.75</b>
	<b>Invoice - 5/6/2015 12:58:03 PM</b>		
	<b>PW05691023</b>		
	403-000-000-397-00-00-06	Transfer-Sewer Pwtf 05-691	(\$24,346.36)
	403-000-000-591-34-70-04	Pwtf 05-691 Principal	\$20,260.48
	403-000-000-592-34-80-04	Pwtf 05-691 Interest	\$4,085.87
	408-000-000-591-38-72-03	Pw-05-691-023 Principal	\$20,260.48
	408-000-000-592-31-83-03	Pw-05-691-023 Interest	\$4,085.86
	409-000-000-597-00-00-11	TO 403 Wwtp Pwtf Red05-691-	\$24,346.36
	<b>Total Invoice - 5/6/2015 12:58:03 PM</b>		<b>\$48,692.69</b>
	<b>Invoice - 5/6/2015 12:58:07 PM</b>		
	<b>PC 13961054</b>		
	403-000-000-397-00-00-08	Transfer from Sewer PC13-961-	(\$1,226.85)
	403-000-000-592-35-80-05	PWTF PC13-961-054 Nesadi	\$1,226.85
	409-000-000-597-00-00-05	Wwtp - TO 403 Pwtf	\$1,226.85
	<b>Total Invoice - 5/6/2015 12:58:07 PM</b>		<b>\$1,226.85</b>
	<b>Total 37804</b>		<b>\$80,636.57</b>
<b>Total Department of Commerce - PWTF</b>			<b>\$80,636.57</b>
<b>Englund Marine Supply Inc</b>			
<b>37805</b>	<b>2015 - May - First meeting</b>		
	<b>Invoice - 5/4/2015 12:05:33 PM</b>		
	<b>12766</b>		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$30.75
	401-000-000-534-00-31-00	Operation & Maintenance	\$116.49
	409-000-000-535-00-31-01	Operations And Maintenance	\$6.90
	<b>Total Invoice - 5/4/2015 12:05:33 PM</b>		<b>\$154.14</b>
	<b>Total 37805</b>		<b>\$154.14</b>
<b>Total Englund Marine Supply Inc</b>			<b>\$154.14</b>
<b>Evergreen Septic Service</b>			
<b>37806</b>	<b>2015 - May - First meeting</b>		
	<b>Invoice - 5/4/2015 12:04:32 PM</b>		
	<b>17682</b>		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$135.00
	<b>Total Invoice - 5/4/2015 12:04:32 PM</b>		<b>\$135.00</b>
	<b>Total 37806</b>		<b>\$135.00</b>
<b>Total Evergreen Septic Service</b>			<b>\$135.00</b>
<b>Fastenal Company</b>			
<b>37807</b>	<b>2015 - May - First meeting</b>		
	<b>Invoice - 4/29/2015 9:30:29 AM</b>		
	<b>ORAST37156</b>		
	409-000-000-535-00-31-01	Operations And Maintenance	\$148.13
	<b>Total Invoice - 4/29/2015 9:30:29 AM</b>		<b>\$148.13</b>
	<b>Total 37807</b>		<b>\$148.13</b>
<b>Total Fastenal Company</b>			<b>\$148.13</b>
<b>Ferguson Enterprises, Inc.</b>			
<b>37808</b>	<b>2015 - May - First meeting</b>		
	<b>Invoice - 4/29/2015 9:28:31 AM</b>		
	<b>3298655-1</b>		
	401-000-000-594-64-34-01	Equipment	\$429.93
	<b>Total Invoice - 4/29/2015 9:28:31 AM</b>		<b>\$429.93</b>
	<b>Invoice - 4/29/2015 9:29:00 AM</b>		
	<b>3307954</b>		
	401-000-000-594-64-34-01	Equipment	\$353.25
	<b>Total Invoice - 4/29/2015 9:29:00 AM</b>		<b>\$353.25</b>
	<b>Total 37808</b>		<b>\$783.18</b>
<b>Total Ferguson Enterprises, Inc.</b>			<b>\$783.18</b>
<b>Forner, Gary</b>			
<b>37809</b>	<b>2015 - May - First meeting</b>		
	<b>Invoice - 4/29/2015 9:23:12 AM</b>		



	Fire Protection Pub.			
	001-000-000-522-10-31-01	Training/Attendance		\$191.24
	Total Invoice - 4/29/2015 9:23:12 AM			\$191.24
Total 37809				\$191.24
Total Forner, Gary				\$191.24
Goulter Diamond Bar Ranch				
37810	2015 - May - First meeting			
	Invoice - 4/30/2015 12:39:42 PM			
	409-000-000-535-00-45-00	Spray Sludge Disposal Site		\$1,333.33
	sludge site			
	Total Invoice - 4/30/2015 12:39:42 PM			\$1,333.33
Total 37810				\$1,333.33
Total Goulter Diamond Bar Ranch				\$1,333.33
Green River Community College/WETRC				
37811	2015 - May - First meeting			
	Invoice - 4/30/2015 12:02:50 PM			
	139104			
	409-000-000-535-00-43-01	Travel/meals & Lodging		\$5.00
	Total Invoice - 4/30/2015 12:02:50 PM			\$5.00
Total 37811				\$5.00
Total Green River Community College/WETRC				\$5.00
Grundfos CBS Inc.				
37812	2015 - May - First meeting			
	Invoice - 5/1/2015 3:57:40 PM			
	1971106485			
	409-000-000-594-64-35-04	Add'l Machinery & Equipment		\$183.43
	Total Invoice - 5/1/2015 3:57:40 PM			\$183.43
Total 37812				\$183.43
Total Grundfos CBS Inc.				\$183.43
Hach Company				
37813	2015 - May - First meeting			
	Invoice - 4/29/2015 9:28:08 AM			
	9338200			
	401-000-000-534-00-31-00	Operation & Maintenance		\$19.21
	Total Invoice - 4/29/2015 9:28:08 AM			\$19.21
Total 37813				\$19.21
Total Hach Company				\$19.21
HD Fowler Company				
37814	2015 - May - First meeting			
	Invoice - 4/29/2015 9:27:30 AM			
	13899390			
	401-000-000-534-00-31-00	Operation & Maintenance		\$174.80
	Total Invoice - 4/29/2015 9:27:30 AM			\$174.80
Total 37814				\$174.80
Total HD Fowler Company				\$174.80
IFOCUS Consulting Inc.				
37815	2015 - May - First meeting			
	Invoice - 5/4/2015 12:03:35 PM			
	8104			
	001-000-000-514-20-41-00	Professional Services		\$120.00
	401-000-000-534-00-41-04	Professional Services -		\$120.00
	409-000-000-535-00-41-02	Professional Services -		\$120.00
	Total Invoice - 5/4/2015 12:03:35 PM			\$360.00
Total 37815				\$360.00
Total IFOCUS Consulting Inc.				\$360.00
IHI Excavator Sales LLC				
37816	2015 - May - First meeting			
	Invoice - 5/4/2015 1:02:59 PM			
	385053			
	001-000-000-576-80-31-00	Office & Operating Supplies		\$129.08
	101-000-000-543-30-30-02	Small Tools & Equipment		\$129.07
	401-000-000-534-00-48-00	Vehicle Repairs/Maintenance		\$129.08
	408-000-000-531-38-31-01	Operations & Maintenance		\$129.08
	409-000-000-594-64-35-01	Machinery & Equipment		\$129.08
	Total Invoice - 5/4/2015 1:02:59 PM			\$645.39
Total 37816				\$645.39
Total IHI Excavator Sales LLC				\$645.39
John Deere Financial				
37817	2015 - May - First meeting			
	Invoice - 4/30/2015 12:40:53 PM			
	001-000-000-591-48-71-01	John Deer Mower 8157-96 -		\$1,000.00
	001-000-000-592-48-83-00	John Deer Mower 8157-96 -		\$82.23
	Total Invoice - 4/30/2015 12:40:53 PM			\$1,082.23
Total 37817				\$1,082.23
Total John Deere Financial				\$1,082.23
Kris Kaino				
37818	2015 - May - First meeting			
	Invoice - 4/30/2015 12:39:07 PM			

	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	<b>Total Invoice - 4/30/2015 12:39:07 PM</b>		<b>\$412.00</b>
<b>Total Kris Kaino</b>	<b>Total 37818</b>		<b>\$412.00</b>
<b>Kubwater Resources Inc.</b>	<b>37819</b>	<b>2015 - May - First meeting</b>	<b>\$412.00</b>
	<b>Invoice - 4/30/2015 12:02:21 PM</b>		
	04796		
	409-000-000-535-00-31-02	Chemicals	\$1,373.66
	<b>Total Invoice - 4/30/2015 12:02:21 PM</b>		<b>\$1,373.66</b>
<b>Total Kubwater Resources Inc.</b>	<b>Total 37819</b>		<b>\$1,373.66</b>
<b>LEAF</b>	<b>37820</b>	<b>2015 - May - First meeting</b>	<b>\$1,373.66</b>
	<b>Invoice - 5/1/2015 3:58:34 PM</b>		
	Copy Machine		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$22.10
	001-000-000-522-10-31-00	Office & Operating Supplies	\$20.80
	101-000-000-543-30-30-00	Office And Operating	\$22.10
	401-000-000-534-00-31-00	Operation & Maintenance	\$22.10
	408-000-000-531-38-31-01	Operations & Maintenance	\$20.80
	409-000-000-535-00-31-01	Operations And Maintenance	\$22.10
	<b>Total Invoice - 5/1/2015 3:58:34 PM</b>		<b>\$130.00</b>
<b>Total LEAF</b>	<b>Total 37820</b>		<b>\$130.00</b>
<b>MRSC Rosters</b>	<b>37821</b>	<b>2015 - May - First meeting</b>	<b>\$130.00</b>
	<b>Invoice - 5/1/2015 4:05:14 PM</b>		
	31317		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$24.00
	101-000-000-543-30-30-00	Office And Operating	\$24.00
	401-000-000-534-00-31-06	Office & Customer Service	\$24.00
	408-000-000-531-38-31-01	Operations & Maintenance	\$24.00
	409-000-000-535-00-31-08	Office Supplies & Customer	\$24.00
	<b>Total Invoice - 5/1/2015 4:05:14 PM</b>		<b>\$120.00</b>
<b>Total MRSC Rosters</b>	<b>Total 37821</b>		<b>\$120.00</b>
<b>Nancy McAllister</b>	<b>37822</b>	<b>2015 - May - First meeting</b>	<b>\$120.00</b>
	<b>Invoice - 4/30/2015 12:39:01 PM</b>		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
		Court services	
	<b>Total Invoice - 4/30/2015 12:39:01 PM</b>		<b>\$412.00</b>
<b>Total Nancy McAllister</b>	<b>Total 37822</b>		<b>\$412.00</b>
<b>Naselle Rock &amp; Asphalt</b>	<b>37823</b>	<b>2015 - May - First meeting</b>	<b>\$412.00</b>
	<b>Invoice - 5/4/2015 1:01:12 PM</b>		
	25486		
	408-000-000-594-31-64-00	Drainage Construction	\$1,097.41
	<b>Total Invoice - 5/4/2015 1:01:12 PM</b>		<b>\$1,097.41</b>
	<b>Invoice - 5/4/2015 1:01:23 PM</b>		
	25487		
	401-000-000-534-00-31-00	Operation & Maintenance	\$333.53
	<b>Total Invoice - 5/4/2015 1:01:23 PM</b>		<b>\$333.53</b>
<b>Total Naselle Rock &amp; Asphalt</b>	<b>Total 37823</b>		<b>\$1,430.94</b>
<b>North Central Laboratories</b>	<b>37824</b>	<b>2015 - May - First meeting</b>	<b>\$1,430.94</b>
	<b>Invoice - 4/29/2015 9:26:52 AM</b>		
	353918		
	409-000-000-535-00-31-07	Lab Supplies	\$200.39
	<b>Total Invoice - 4/29/2015 9:26:52 AM</b>		<b>\$200.39</b>
	<b>Invoice - 5/4/2015 12:02:57 PM</b>		
	354549		
	409-000-000-535-00-31-02	Chemicals	\$320.19
	<b>Total Invoice - 5/4/2015 12:02:57 PM</b>		<b>\$320.19</b>
<b>Total North Central Laboratories</b>	<b>Total 37824</b>		<b>\$520.58</b>
<b>Oman &amp; Son</b>	<b>37825</b>	<b>2015 - May - First meeting</b>	<b>\$520.58</b>
	<b>Invoice - 5/4/2015 11:47:02 AM</b>		
	April Statement		
	401-000-000-534-00-31-00	Operation & Maintenance	\$7.93
	196547		
	401-000-000-534-00-31-00	Operation & Maintenance	\$4.31
	196660		
	401-000-000-534-00-31-00	Operation & Maintenance	\$21.13

		196410		
	408-000-000-531-38-31-01	Operations & Maintenance		\$28.36
	197564			
	Total Invoice - 5/4/2015 11:47:02 AM			\$61.73
Total 37825				\$61.73
Total Oman & Son				\$61.73
One Call Concepts, Inc.				
37826				
	2015 - May - First meeting			
	Invoice - 5/6/2015 12:17:18 PM			
	5049067			
	101-000-000-543-30-30-00	Office And Operating		\$4.78
	401-000-000-534-00-31-00	Operation & Maintenance		\$4.78
	409-000-000-535-00-31-01	Operations And Maintenance		\$4.78
	Total Invoice - 5/6/2015 12:17:18 PM			\$14.34
Total 37826				\$14.34
Total One Call Concepts, Inc.				\$14.34
Otak				
37827				
	2015 - May - First meeting			
	Invoice - 5/6/2015 12:20:13 PM			
	41500331			
	001-000-000-514-20-41-00	Professional Services		\$399.48
	Total Invoice - 5/6/2015 12:20:13 PM			\$399.48
Total 37827				\$399.48
Total Otak				\$399.48
Pacific County DCD				
37828				
	2015 - May - First meeting			
	Invoice - 5/6/2015 12:23:39 PM			
	Court Services			
	001-000-000-512-50-40-03	Municipal Court Services		\$400.00
	Total Invoice - 5/6/2015 12:23:39 PM			\$400.00
Total 37828				\$400.00
Total Pacific County DCD				\$400.00
Peninsula Sanitation Service, Inc.				
37829				
	2015 - May - First meeting			
	Invoice - 5/1/2015 3:59:56 PM			
	001-000-000-514-20-47-01	Garbage Bills		\$285.22
	409-000-000-535-00-47-04	Garbage Services		\$99.78
	Total Invoice - 5/1/2015 3:59:56 PM			\$385.00
Total 37829				\$385.00
Total Peninsula Sanitation Service, Inc.				\$385.00
Purchase Power				
37830				
	2015 - May - First meeting			
	Invoice - 5/1/2015 3:56:12 PM			
	Stamps			
	001-000-000-514-20-31-00	Office & Operating Supplies		\$166.67
	401-000-000-534-00-31-00	Operation & Maintenance		\$166.66
	409-000-000-535-00-31-01	Operations And Maintenance		\$166.67
	Total Invoice - 5/1/2015 3:56:12 PM			\$500.00
Total 37830				\$500.00
Total Purchase Power				\$500.00
Rick Gray				
37831				
	2015 - May - First meeting			
	Invoice - 4/30/2015 12:32:27 PM			
	SD Cards			
	409-000-000-594-64-35-04	Add'l Machinery & Equipment		\$34.98
	Total Invoice - 4/30/2015 12:32:27 PM			\$34.98
Total 37831				\$34.98
Total Rick Gray				\$34.98
Rotschy Inc				
37789				
	2015 - May - First meeting			
	Invoice - 5/5/2015 8:40:15 AM			
	#3			
	401-000-000-594-34-62-01	Construction - Plant		\$104,063.81
	401-000-000-594-62-34-00	Plant Improvements		\$41,449.60
	Total Invoice - 5/5/2015 8:40:15 AM			\$145,513.41
Total 37789				\$145,513.41
Total Rotschy Inc				\$145,513.41
Ryan Herco Products Corp				
37832				
	2015 - May - First meeting			
	Invoice - 4/29/2015 9:29:23 AM			
	8115133			
	401-000-000-594-64-34-01	Equipment		\$113.80
	Total Invoice - 4/29/2015 9:29:23 AM			\$113.80
	Invoice - 4/29/2015 9:29:43 AM			
	8115132			
	401-000-000-594-64-34-01	Equipment		\$74.14
	Total Invoice - 4/29/2015 9:29:43 AM			\$74.14
Total 37832				\$187.94



Total Ryan Herco Products Corp				\$187.94
Sid's IGA				
37833		2015 - May - First meeting		
	Invoice - 5/4/2015 12:01:29 PM			
	Water			
	409-000-000-535-00-31-07	Lab Supplies		\$54.19
	Total Invoice - 5/4/2015 12:01:29 PM			\$54.19
Total 37833				\$54.19
Total Sid's IGA				\$54.19
Sunset Auto Parts Inc.				
37834		2015 - May - First meeting		
	Invoice - 5/4/2015 1:16:34 PM			
	2306			
	001-000-000-576-80-31-00	Office & Operating Supplies		\$10.05
	001-000-000-576-80-31-00	Office & Operating Supplies		\$27.26
	001-000-000-576-80-31-00	Office & Operating Supplies		(\$22.28)
	101-000-000-543-30-30-00	Office And Operating		\$10.04
	401-000-000-534-00-31-06	Office & Customer Service		\$24.71
	401-000-000-534-00-31-06	Office & Customer Service		\$14.02
	Total Invoice - 5/4/2015 1:16:34 PM			\$63.80
Total 37834				\$63.80
Total Sunset Auto Parts Inc.				\$63.80
Troy Richardson				
37835		2015 - May - First meeting		
	Invoice - 5/4/2015 12:07:16 PM			
	Cancelled Business Licenses			
	001-000-000-321-99-00-00	Other Business Licenses and		\$125.00
	Total Invoice - 5/4/2015 12:07:16 PM			\$125.00
Total 37835				\$125.00
Total Troy Richardson				\$125.00
USA Blue Book				
37836		2015 - May - First meeting		
	Invoice - 4/29/2015 9:38:23 AM			
	100542			
	401-000-000-534-00-31-00	Operation & Maintenance		\$288.88
	Total Invoice - 4/29/2015 9:38:23 AM			\$288.88
Total 37836				\$288.88
Total USA Blue Book				\$288.88
Verizon Wireless				
37837		2015 - May - First meeting		
	Invoice - 4/30/2015 11:48:06 AM			
	April			
	401-000-000-534-00-42-00	Communications		\$96.40
	Total Invoice - 4/30/2015 11:48:06 AM			\$96.40
Total 37837				\$96.40
Total Verizon Wireless				\$96.40
Visa				
37838		2015 - May - First meeting		
	Invoice - 5/6/2015 12:33:00 PM			
	001-000-000-522-10-31-00	Office & Operating Supplies		\$81.98
	001-000-000-576-80-35-00	Small Tools & Equipment		\$355.93
	104-000-000-557-30-40-01	Fishing Derby		\$35.07
	401-000-000-534-00-31-06	Office & Customer Service		\$21.48
	409-000-000-535-00-31-08	Office Supplies & Customer		\$21.48
	Total Invoice - 5/6/2015 12:33:00 PM			\$515.94
	Invoice - 5/6/2015 12:35:44 PM			
	001-000-000-514-20-31-00	Office & Operating Supplies		\$33.83
	001-000-000-576-80-31-00	Office & Operating Supplies		\$33.83
	101-000-000-543-30-30-00	Office And Operating		\$33.83
	401-000-000-534-00-31-06	Office & Customer Service		\$33.83
	409-000-000-535-00-31-08	Office Supplies & Customer		\$192.04
	409-000-000-535-00-31-08	Office Supplies & Customer		\$33.83
	Total Invoice - 5/6/2015 12:35:44 PM			\$361.19
Total 37838				\$877.13
Total Visa				\$877.13
WA State Dept. of Ecology				
37839		2015 - May - First meeting		
	Invoice - 4/30/2015 11:51:08 AM			
	#26			
	408-000-000-591-38-72-01	Strmwater -Principal #19900038		\$1,775.93
	408-000-000-592-31-83-01	Strmwater - Interest #19900038		\$583.51
	Total Invoice - 4/30/2015 11:51:08 AM			\$2,359.44
Total 37839				\$2,359.44
Total WA State Dept. of Ecology				\$2,359.44
WA State Labor & Industry				
37840		2015 - May - First meeting		
	Invoice - 4/29/2015 9:31:42 AM			
	174495			



	001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$69.10
	Total Invoice - 4/29/2015 9:31:42 AM		\$69.10
Total 37840			\$69.10
Total WA State Labor & Industry			\$69.10
Wadsworth Electric			
37841	2015 - May - First meeting		
	Invoice - 4/29/2015 9:26:09 AM		
	21295		
	409-000-000-535-00-41-01	Professional Services -	\$307.52
	Total Invoice - 4/29/2015 9:26:09 AM		\$307.52
	Invoice - 4/30/2015 12:00:43 PM		
	21329		
	409-000-000-535-00-41-01	Professional Services -	\$358.77
	Total Invoice - 4/30/2015 12:00:43 PM		\$358.77
	Invoice - 4/30/2015 12:01:29 PM		
	21331		
	409-000-000-535-00-41-01	Professional Services -	\$102.51
	Total Invoice - 4/30/2015 12:01:29 PM		\$102.51
	Invoice - 4/30/2015 12:01:59 PM		
	21330		
	409-000-000-535-00-41-01	Professional Services -	\$205.01
	Total Invoice - 4/30/2015 12:01:59 PM		\$205.01
Total 37841			\$973.81
Total Wadsworth Electric			\$973.81
Wilcox & Flegel Oil Co.			
37842	2015 - May - First meeting		
	Invoice - 5/4/2015 12:06:19 PM		
	0665121-IN		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$69.13
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$69.12
	Total Invoice - 5/4/2015 12:06:19 PM		\$138.25
	Invoice - 5/6/2015 12:40:07 PM		
	001-000-000-522-10-32-00	Gasoline	\$62.48
	001-000-000-576-80-31-00	Office & Operating Supplies	\$149.77
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$149.77
	401-000-000-534-00-32-00	Gasoline	\$506.01
	408-000-000-531-38-32-00	Gas/Oil Products	\$149.77
	409-000-000-535-00-32-00	Gas/oil Products	\$60.50
	Total Invoice - 5/6/2015 12:40:07 PM		\$1,078.30
Total 37842			\$1,216.55
Total Wilcox & Flegel Oil Co.			\$1,216.55
William R. Penoyar, Attorney at Law			
37843	2015 - May - First meeting		
	Invoice - 4/30/2015 12:38:53 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 4/30/2015 12:38:53 PM		\$412.00
Total 37843			\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Wirkkala Radio-TV			
37844	2015 - May - First meeting		
	Invoice - 4/30/2015 11:53:08 AM		
	524192		
	401-000-000-534-00-31-00	Operation & Maintenance	\$73.82
	Total Invoice - 4/30/2015 11:53:08 AM		\$73.82
Total 37844			\$73.82
Total Wirkkala Radio-TV			\$73.82
Xylem Water Solutions USA Inc.			
37845	2015 - May - First meeting		
	Invoice - 4/29/2015 9:24:35 AM		
	3556835302		
	409-000-000-535-00-48-01	Repairs And Maintenance	\$7,139.99
	Total Invoice - 4/29/2015 9:24:35 AM		\$7,139.99
Total 37845			\$7,139.99
Total Xylem Water Solutions USA Inc.			\$7,139.99
Grand Total	Vendor Count	57	\$274,376.24

# *Long Beach Police*

P.O. Box 795  
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911  
Fax 360-642-5273

05-01-15

Page 1 of 4

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for April 2015

During the month of April the Long Beach Police Department handled the following cases and calls:

## **Long Beach**

**615** Total Incidents  
Aid Call Assists: 8  
Alarms: 12  
Animal Complaints: 17  
Assaults: 5  
Assists: 63  
(Includes 10 Law Enforcement Agency Assists Outside City Boundaries)  
Burglaries: 0  
Disturbance: 15  
Drug Inv.: 7  
Fire Call Assists: 1  
Follow Up: 157  
Found/Lost Property: 13  
Harassment: 4  
Malicious Mischief: 5  
MIP – Alcohol: 0  
MIP – Tobacco: 0  
Missing/Found Persons: 1  
Prowler: 5  
Runaway: 0  
Security Checks: 150  
Suspicious: 32  
Thefts: 7  
Traffic Accidents: 5  
Traffic Complaints: 10  
Traffic Tickets: 19  
Traffic Warnings: 38  
Trespass: 8  
Warrant Contacts: 22  
Welfare Checks: 11

## **Ilwaco**

**482** Total Incidents  
Aid Call Assists: 2  
Alarms: 3  
Animal Complaints: 2  
Assaults: 2  
Assists: 40  
Burglaries: 1  
Disturbance: 11  
Drug Inv.: 3  
Fire Call Assists: 0  
Follow Up: 86  
Found/Lost Property: 2  
Harassment: 6  
Malicious Mischief: 1  
MIP – Alcohol: 9  
MIP – Tobacco: 0  
Missing/Found Persons: 1  
Prowler: 1  
Runaway: 0  
Security Checks: 214  
Suspicious: 12  
Thefts: 3  
Traffic Accidents: 1  
Traffic Complaints: 17  
Traffic Tickets: 16  
Traffic Warnings: 33  
Trespass: 4  
Warrant Contacts: 9  
Welfare Checks: 3

Officer Jeff Cutting received a thank you card from two individuals. Jeff helped push their car out of the sand. It is these types of acts that exemplify "community policing" at its finest. A copy of the thank you card is attached.

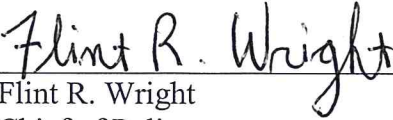
On April 15<sup>th</sup> Officer Casey Meling attended training. The course title was, "First Line Supervision". Some of the topics covered included how to motivate people, how to deal with conflict, how to balance supervision with friendship and how to lead by example.

The Clam Festival, April 18<sup>th</sup>-19<sup>th</sup>, was very busy. The crowds were the largest I have ever seen here for April. It was a combination of locals and tourists who kept the officers busy with calls. There was nothing serious.

On the 20<sup>th</sup> I received a certificate and a wall plaque from the Washington State Department of Fish and Wildlife for 20 years of service as a Hunter Education instructor. A copy of the certificate is attached.

Loretta attended training on the 23<sup>rd</sup>. The title of the course was, "Front Desk Safety and Security". Some of the topics discussed were dealing with safety during workplace emergencies, body language of dangerous people, communicating with dangerous people and surviving violent assailants in the workplace.

Officers Jeff Cutting and Casey Meling, along with Reserve Officer David Tobin, attended a class titled "Why Teens Kill". Some of the topics covered were warning signs to look for, how to keep schools safe and a youth culture update. The class was on April 28<sup>th</sup>.

  
\_\_\_\_\_  
Flint R. Wright  
Chief of Police

## *Mountains of Thanks!*

To the officer who helped  
push our car out of the sand,

Our sincerest thanks !

God Bless !

~~David Yama~~ Eui Chan No.

---



# *Certificate Of Recognition*

PRESENTED TO:

## FLINT WRIGHT

In appreciation of your outstanding support of  
Hunter Education training activities in Washington State!

### TWENTY YEARS AWARD



  
Hunter Education Coordinator

Date

# CITY OF ILWACO

## CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:  
Council Discussion Item: 04/13/15 Council Business Item: 05/11/15  
04/27/15

**B. Issue/Topic: Partnership with Invoice Cloud for Utility Billing Payment Options**

C. Sponsor(s):

1. Karnofski 2.

D. Background (overview of why issue is before council): Currently the City of Ilwaco offers credit card payment via the website (one time processing), ACH pull from checking or savings account and check or cash. This new software integration would allow customers to check balances online, make online payments via credit/debit card or have an ACH pull on a day that they choose.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details): The Invoice Cloud software is directly tied into the Vision Utility Billing software, which allows customers to view current balances, and see payments made reflected immediately. Invoice Cloud also gives customers the option to go paperless, saving the City money on printing and postage. The City of Long Beach uses this software and it has been highly recommended by their Finance Director. The processing costs would be higher, but the availability and flexibility of the software is unlike anything the City currently has. The charges look like they would run roughly 30 cents higher per card processed, but that all depends on if the payment method is debit, credit with points or any other variation. If the quote is accepted there will be a contract that follows from Invoice Cloud.

### F. Impacts:

1. Fiscal: There would be a one-time set up fee with Vision of \$2500.00 and an annual software assurance fee of \$375.00. Invoice Cloud would charge \$75 per month for the admin user plus \$10 for every additional user. Each service has a price, please see the example attached. To see individual prices and an example of current and expected monthly credit cards fees please see the documents attached.
2. Legal: The city attorney has reviewed both documents.
3. Personnel: This would cut time on posting credit card payments, allowing customers to view their own balance online and would provide a better customer experience.
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

Staff Comments:

#### H. Time Constraints/Due Dates:

I. Proposed Motion:

1. **I move to authorize the Mayor to accept the quote from Invoice Cloud and request a contract for utility payment services.**
2. **I move to authorize the Mayor to enter into an agreement with Vision Municipal Solution to integrate the Invoice Cloud software.**





## Electronic Bill Presentment & Payment Proposal for City of Ilwaco, WA

May 4, 2015

Vision MS chose to partner with Invoice Cloud to provide a simple, secure web based electronic invoice presentment and payment solution designed to provide a Fortune 100 online payment experience for your payers, increase operational efficiency, increase online payments, and save money by significantly increasing 'paperless' registration.

### Invoice Cloud Experience

- 400+ customers in 35 states
- Focus on utility and municipal market
- Management with deep experience:
  - Secure Payments, Gateways
  - Billing Software and Integration
- **Tightly integrated with Vision MS platform allowing for functionality that no other company provides to Vision MS.**

### Invoice Cloud Company Vision

- Provide the same online experience customers have come to expect when making payments to Fortune 100 companies (AT&T, Verizon, Visa, AMEX), and take that to the next level
- Provide this service to utilities and municipal governments
- Achieve industry best online payment and e-billing adoption
- Improved functionality and 'ease of use' for your customers
- Decrease effort and manual processes for your staff through improved management capabilities and an automated customer communications system (24 e-mail templates)
- **Secret Sauce:** Tight integration with Vision MS, customized for each biller's needs. Because no other EBPP (electronic bill presentment and payment) company has a deep data integration with Vision MS, Invoice Cloud is the only one who can provide much of the functionality outlined in this proposal.

### Proposal Contact:

Carlyn Altheide, Western Regional Director  
(925) 280-4597 Office  
[calthaide@invoicecloud.com](mailto:calthaide@invoicecloud.com)





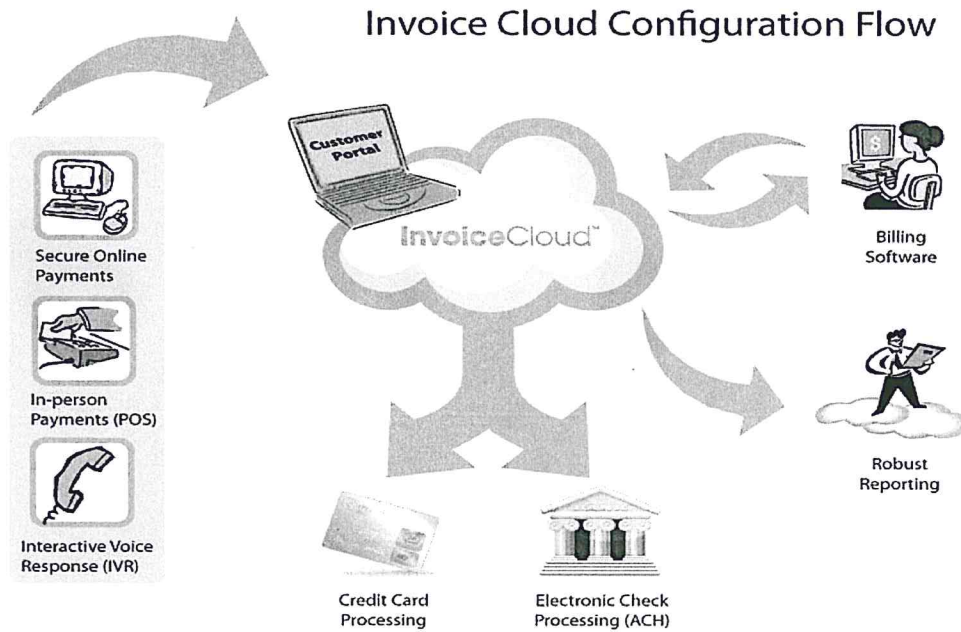
## The Invoice Cloud EBPP Platform

*Vision integrates tightly to Invoice Cloud and provides an easy to use system for Vision customers and its payers. Time and time again, implementing our solution has resulted in significant cost and time savings. **The City of Ilwaco, Washington** and its customers would receive the following benefits from implementing Invoice Cloud:*

- **Your customers have access to an extensive Customer Portal to view and/or pay bills:**
  - View 24 months of billing and payment history
  - Store bank account and/or credit card information – Invoice Cloud handles all PCI and NACHA compliance
  - Sign up for auto-pay, schedule a single payment, or create their own 'budget' payment schedule
  - All of this improves your ability to provide services 24/7
- **Improve communications with tax payers by offering a comprehensive e-payment platform through our 24 e-mail templates:**
  - Invoice Cloud provides 24 e-mail templates branded for your company, each sent to your payers based on certain events. Here are a few examples:
    - 3 e-mail reminders per bill (crucial for driving online and paperless adoption to new heights)
    - Payment confirmation receipt
    - Auto-Pay/Scheduled payment reminder
    - ACH reject notification
    - Credit Card expiration notification (if the credit card on file is expiring)
- **Extensive Web and Mobile payment options—all self-serve between Invoice Cloud and your payers:**
  - 'One-time pay'—no registration required: **this is CRITICAL for driving online payment adoption**
  - Schedule a single payment
  - Schedule budget payments
  - Auto-pay
  - Account linking: pay multiple bills at once for multiple properties, plus manage all accounts through one interface
- **Accept payments in any manner--online, over the counter, mobile, IVR--through a single provider**
  - Using Invoice Cloud will give you a single source of reconciliation on the back end for all invoice and payment types
  - Go to one location to see a real time log of all payments made so far for the day
- **Accept payments in any manner--online, over the counter, or over the phone:**
  - Using Invoice Cloud will give you a single source of reconciliation on the back end for all invoice and payment types
- **Offer a comprehensive paperless program:**
  - Save money on print/mail: Invoice Cloud expects to enroll 10% of payers in paperless during the first 2 years on our platform
- **Allow payers to see an exact copy of their current and past bills online**
  - Access an exact copy of the bill allows payer to print it and send it to you if they choose
  - Seeing an exact copy of the bill online is a critical feature of improving paperless adoption rates
  - Significantly decrease calls about questions on bills from collection agencies and payers
- **Access to extensive administrative features in the Biller Portal:**
  - Extensive reconciliation reporting
  - E-mail an exact copy of the bill anytime
  - See e-mail history for all payers, with data and time stamps



- Easy to search for and locate any payment, regardless of where it was made (counter, web, IVR)
- **MOBILE:** currently 34% of Invoice Cloud's payments are through mobile devices (smartphones and tablets)



- ✓ Web Based, No Downloads, No Software
- ✓ No Up-Front Fees, Pay As You Go
- ✓ Flexible Electronic Invoice Presentment
- ✓ Customizable/Branded Portal
- ✓ Electronic Payments
  - EFT (ACH) and Credit Cards
  - Check Conversion
  - Recurring and Scheduled Payments
  - Self-Service or Merchant Initiated
- ✓ PCI (Payment Card Industry) Compliant Systems
- ✓ Invoice Submission Options
  - Via Web Services
  - Manual Upload to Biller Portal
- ✓ Customer Request Capability

- ✓ Email Management – 24 Customizable Notifications
  - Including: open invoice (up to 3), payment receipts, credit card expiration, autopay notifications
- ✓ Reporting
  - Payment, Invoice, and Customer Data
  - Paperless
- ✓ Web access
  - Historical Payment and Invoice Data
  - Customer Data
- ✓ Capability to Download Data Files
  - Payments (ACH and Credit Card)
  - Rejects (ACH)
  - Changes (Customer changes)
- ✓ Customer Portal
  - Customer – Access to Invoice, Payment Data
  - Biller – Access to Customer Data for Support



## IC Cloud Store™

The IC Cloud Store allows Billers to accept payments for non-invoiced services like airport fees, library services, fire, police, building permits, or activity programs. IC Cloud Store is also available for Utility Billing for one-time payments when an integration with the billing software is not available or feasible. Cloud Store Billers will have access to the same reporting functionality in our Biller Portal.

The following options are available:

- Accept one-time electronic check and or credit/debit card payments.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to The City branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.
- The City determines what information they would like to capture from the payer and Invoice Cloud creates a form similar to the one below. This form is very flexible and can look however the City would like it to:
  - The fields on the left side of the page can capture any information the City desires
  - The text on the right side of the page can contain any information the City would like, such as pricing, regulations, etc.



### Please fill out the following fields

#### Building Permit

You **MUST** contact the Bldg Dept. and be assigned a Permit # **BEFORE** any payment is made. Please take the time to fill out ALL of the following fields. Any required fields are denoted with an asterisk (\*). As always, if you have any questions please feel free to contact us.

Permit # (assigned by Bldg Dept) *	⇒	Permit # (assigned by Bldg Dept)
Construction Address *	⇒	Construction Address
Last Name *	⇒	Last Name
First Name *	⇒	First Name
Address *	⇒	Address
Contact # *	⇒	Contact #
Payment (Amt from Bldg Dept) *	⇒	



#### About This Page

After filling out ALL fields you will be taken to the Confirmation page where you'll be able to confirm all your entered details as well as view the total cost of your purchase. At that point you'll be able to continue on to the Payment process.

Attention: Please make sure that all fields above are filled out correctly. Please press Continue when you are done filling out this form.

Continue





## IC Online Bank Direct™

IC Online Bank Direct eliminates paper checks issued by online banking sites. The biller will be able to register through Invoice Cloud with online banking networks to electronically deposit citizen payments. Electronically depositing these payments will save biller staff time and effort. They will no longer need to manually compare citizen names and amounts to the bank issued checks and then enter them into the appropriate citizen file. They will also not need to send them to the bank for processing and deposit. The IC Bank Direct electronic payments (like lock box files) are matched (when possible) to the payer's account, processed and uploaded into the biller's customer information management system.



Data Management

Virtual Terminal

Online Bank Direct

Pending Payments

Processed Payments

Returned Payments

Reconciliation Report

Deposits Report

Reversals Report

Online Bank Direct - Pending Entries

Search or Navigate

1 of 16

Back

Forward

Mark For Return

Recommended Matches

Custom Search

No Invoice

191 INNER BELT

Date 6/21/2011

PAY TO THE ORDER OF Invoice Cloud - Sam Evrard \$ 12866.81

DOLLARS

MEMO 2011Q4RE00027521

Please select an Invoice to apply this Payment to from the list of Invoices below. If you opt to not select an Invoice and to not return this Payment this will continue to be available next time you wish to work your Payments.

Please select an Invoice you would like to apply this Payment to. If applicable, we have pre-selected the Invoice that we believe is a match with this Payment. If this is incorrect, please select the correct Invoice. You may also search for other Invoices by using click on Custom Search option in the toolbar.

Rating	Invoice #	Inv. Date	Account #	Customer	Inv. Amt.	Amt. Due	Options
<input type="checkbox"/>	FPP-0444	12/1/2013	882009001	DANFORTH DENATL, PC	\$434.50	\$434.50	
<input type="checkbox"/>	PSWS-0099	12/1/2013	998877	SMITH, PAUL	\$31.74	\$31.74	
<input type="checkbox"/>	BMV-0888	12/1/2013	9999	SMITH WOOD PRODUCTS TRUST	\$1,091.59	\$1,091.59	





## Pricing

### City of Ilwaco, WA:

- 660 Utility Customers Billed Monthly & Average Bill \$120

Administrative Fees	
Description	Fee
<b>Integration, Deployment and Training</b>	
Integration, deployment, and training - EBPP <i>Note: Includes integration with Vision MS</i>	No Charge
<b>Account Access</b>	
<b>Monthly Access Fee</b> for Branded Customer and Biller Portals -- includes <b>one</b> administrative user: The monthly access fee covers maintenance, support, upgrades and full access to the Invoice Cloud service for the City and its customers.	\$75.00  \$10.00 - each additional administrative user
<b>Paperless Billing</b> – Only available with EBPP	
Paperless Billing Fees – fee per paperless bill, per bill cycle - <b>ONLY WHEN PAPER IS SUPPRESSED AND A PAPER INVOICE IS NOT MAILED.</b>	<del>\$0.40 – Standard Fee</del> \$0.35 - Ilwaco Fee
<b>Online Bank Direct (Optional)</b> - Only available with EBPP	
Monthly Access Fee - Online Bank Payment Consolidation	\$50.00
Per Transaction Fee	\$0.25
<b>HelpDesk Support &amp; Marketing</b>	
Access to IC HelpDesk and client services team and marketing support to help you drive adoption to online payments	No charge
<b>Other Merchant Services Fees – All pricing models</b>	
Credit Card Chargeback Fee	\$20.00
ACH Reject Fee	\$15.00

### Absorbed Fee Model – Processing Fees Paid by City

Electronic Payment Fees	
E-Check/ACH - Fee per transaction	\$0.85 per transaction
Credit/Debit Cards: Visa, MasterCard and Discover – Fee per transaction <i>Note: Invoice Cloud will provide the City with 2 card swipe devices for taking card payments at the counter</i>	Interchange at pass through, plus fees, dues and assessments, plus \$.20 authorization + 75 bps



## Biller Agreement

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. With respect to Protected Health Information (as defined in 45 C.F.R. 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential



## Biller Agreement

Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

**5. Billing and Renewal.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

**6. Term and Termination.** The initial term of this Agreement shall be for a period of three (3) years ("**Initial Term**") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

**8. Limited Warranty** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting



## Biller Agreement

such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

**10. Indemnification.** Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the Customer Data infringes the rights of a third party; (ii) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (iii) relating directly or indirectly to Biller's or its authorized users' use of the Service.

**11. Limitation of Liability.** INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

**12. Export Control.** The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**13. Notice.** Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 35 Braintree Hill Office Park, Suite 100, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

**14. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### **15. Insurance.**

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and One Million (\$1,000,000) general aggregate.
- b. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- c. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**16. Immigration Laws.** For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

**17. General.** With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law



## Biller Agreement

provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 11, 13 and 17 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions) and are agreed to by Invoice Cloud and the Biller.



## Biller Order Form

Sales Information		Services		Products		Biller Information	
Software Partner: Vision	Invoice Presentment <input checked="" type="checkbox"/>	IVR <input type="checkbox"/>	Fed Tax ID: 91-6001443				
Invoice Cloud Sales Partner:	ACH (EFT) Processing <input checked="" type="checkbox"/>	Check21 <input type="checkbox"/>	Organization Start Date: 1891				
Invoice Cloud Sales Contact: Carlyn Altheide	Credit/Debit Card Processing <input checked="" type="checkbox"/>	Online Bank Direct <input type="checkbox"/>	Web Site URL: <a href="http://www.ilwaco-wa.gov/">http://www.ilwaco-wa.gov/</a>				
<b>GENERAL INFORMATION</b>							
Ownership Type: Government		<b>CUSTOMER SERVICE / TRAINING CONTACT</b>		<b>TECHNICAL SUPPORT</b>		<b>MARKETING CONTACT</b>	
Legal Name: City of Ilwaco <i>Note: This name will have to match on ALL documents</i>		Contact: Holly Beller, City Clerk		Contact: Vision MS		Contact: Holly Beller, City Clerk	
Address 1: 120 First Avenue		Phone: (360-)642-3145		Phone:		Phone: (360-)642-3145	
Address 2: PO Box 548		Email: <a href="mailto:clerk@ilwaco-wa.gov">clerk@ilwaco-wa.gov</a>		Email:		Email: <a href="mailto:clerk@ilwaco-wa.gov">clerk@ilwaco-wa.gov</a>	
City: Ilwaco	State: WA	Zip: 98624					
Name of Paperwork Signer: Ariel Smith		Signer Title: Treasurer		Notes:			
Signer Phone: (360) 642-3145		Signer Email: <a href="mailto:treasurer@ilwaco-wa.gov">treasurer@ilwaco-wa.gov</a>					
<i>Note: Signer must sign ALL documents</i>							
<b>PRICING</b>							
Biller Portal Access Fee	\$ 75.00 Monthly	IC Payment Transaction Fee – EFT (biller not payer pays the transaction fee)		\$n/a Per Transaction			
Additional Biller Portal Access Fee	\$ 10.00 Monthly	IC Payment Transaction Fee - Check 21		\$n/a Per Transaction			
Paperless Presentment (Includes 3 emails)	\$ 0.35 Per paperless invoice (NOT for e-bills, only when paper is suppressed)	Check Reader	Quantity (Optional)	\$n/a Monthly \$n/a Per Transaction			
Additional Email Presentment	\$n/a Per Presentment	Online Bank Direct Access Fee (Optional)		\$50.00 per month			
Credit Card Chargeback Fee	\$20.00 Per Chargeback	Online Bank Direct Transaction Fee (Optional)		\$0.25 per transaction			
ACH Reject Fee	\$15.00 Per Transaction	Implementation Fees		\$0.00			
<b>BILLER BANK (MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)</b>							
Name of Checking Account (As it appears on check or Bank Letter): City of Ilwaco							
Bank Name: Bank of the Pacific		Physical Address: 1007 S. Pacific Hwy, Ilwaco, WA			Phone: 360-642-3777		
Depository	Your Invoice payment collections will be electronically deposited into this account.		Routing # 125107707		Account # 8023281		
Fees	Your Invoice and payment processing fees will be electronically deducted from this account.		Routing # 125107707		Account # 8023281		

# CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the terms and conditions of the Biller Agreement, attached hereto, as well as the terms and conditions at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions), all of which is incorporated herein by reference (2) certifies to Invoice Cloud that he/she is authorized to sign this Biller Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Biller Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email ([contracts@invoicecloud.com](mailto:contracts@invoicecloud.com)) if any information in this Biller Order Form changes. The terms and conditions and this Biller Order Form, the Biller Agreement and the terms and conditions at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions) constitute the entire integrated Biller Agreement by and between Biller and Invoice Cloud. If any provision of this agreement hereunder is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud., will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency
- D. The Biller Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day \_\_\_\_\_

Biller Signature

X

Corporate Officer

Ariel Smith

Treasurer

Print Name

Title

Accepted by Invoice Cloud:

X



INVOICING PARAMETERS ( An Invoicing Parameter Sheet needs to be completed for every invoice type)			
Today's Date: 5/4/2015		Submitter <input type="checkbox"/> Non-Submitter <input checked="" type="checkbox"/>	
Invoice Type: Utility		Type of IC Service: EBPP <input checked="" type="checkbox"/> Cloud Store <input type="checkbox"/> Cloud Pay <input type="checkbox"/>	
Billing Software: Vision		Software Version: Printer:	
Billing Frequency (How often bills are mailed) Monthly		Number of Installments: 1	
		Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Bill Mail Date: 1 <sup>st</sup> - 10 <sup>th</sup> <input checked="" type="checkbox"/> 11 <sup>th</sup> -20 <sup>th</sup> <input type="checkbox"/> 21 <sup>st</sup> -31 <sup>st</sup> <input type="checkbox"/>		Invoices per Cycle: 660/month	
Highest Invoice Amount: \$20,000		Average Invoice Amount: \$120	

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)	
Credit Card (utility)	Paid by the Biller <input checked="" type="checkbox"/> Interchange, fees, dues, assessments + \$.20 auth + plus 75 BPS
ACH (Electronic Check)	Paid by the Biller <input checked="" type="checkbox"/> \$0.85

## Ariel Smith

---

**From:** Carlyn Altheide <caltheide@invoicecloud.com>  
**Sent:** Monday, May 04, 2015 4:19 PM  
**To:** Ariel Smith  
**Subject:** RE: TMC contract  
**Attachments:** Invoice Cloud-CityofIlwacoWA-4May2015.pdf

Hi Ariel,

This helps me! Thank you for sharing it.

On page 3 there is an interoffice memo with pricing options and PJ reiterates this again on page 5.

<b>Rate = .35% (.0035)</b> <b>Fee/ transaction = 85¢</b>
---

Example:

**\$192.64**

+ .67

+ .85

**Total Fee = \$1.52**

(=.8% (.0079))

They also charge you a \$.22 authorization fee but it wasn't included in this calculation!

Our pricing model is interchange, fees, dues and assessments as pass through plus \$.20 per authorization and 75 bps (.75% or .0075)

\$192.64 ticket

+ \$.20 auth

+ \$1.44

Total IC Fee = \$1.64

Interchange will vary depending upon the type of credit cards used. If a Visa Debit is used that qualifies for Utility Rate, the interchange is \$.65 and fees/dues/assessments add up to another \$.03 give or take – total of \$.68 for the pass through debit costs.

We're estimating an average increase of about \$0.30 per transaction. Based on your December 2014 volume of 57 transactions, that's an increase of just \$17.10 for payment processing. A nominal 12% increase.

On average, our Vision clients can expect to see 15-20% of their customers pay online over a 24-month adoption period. For you that's about double the number of payments you have today.

Thanks!

Carlyn Altheide  
Western Regional Director

O: 925-280-4597  
C: 925-705-5900  
[caltheide@invoicecloud.com](mailto:caltheide@invoicecloud.com)

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**From:** Ariel Smith [mailto:[treasurer@ilwaco-wa.gov](mailto:treasurer@ilwaco-wa.gov)]  
**Sent:** Monday, May 4, 2015 1:36 PM  
**To:** Carlyn Altheide  
**Subject:** TMC contract

Carlyn,  
Here is the contract and other materials that were in the file. Let me know what you think.  
Thanks,  
Ariel



## Ariel Smith

---

**From:** Carlyn Altheide <caltheide@invoicecloud.com>  
**Sent:** Thursday, April 23, 2015 3:41 PM  
**To:** Ariel Smith  
**Subject:** RE: Credit Absorptions

Hi Ariel,

Basis Points

Card type & mix – Visa, Master Card or Discover and consumer card vs. corporate/business card

Thank you!

Carlyn Altheide  
Western Regional Director  
O: 925-280-4597  
C: 925-705-5900  
[caltheide@invoicecloud.com](mailto:caltheide@invoicecloud.com)

---

**From:** Ariel Smith [mailto:treasurer@ilwaco-wa.gov]  
**Sent:** Thursday, April 23, 2015 2:55 PM  
**To:** Carlyn Altheide  
**Subject:** RE: Credit Absorptions

Carlyn,  
Just a couple questions, what does bps stand for? And what does this mean “card type an mix used”?  
Thanks,  
Ariel

---

**From:** Carlyn Altheide [mailto:caltheide@invoicecloud.com]  
**Sent:** Wednesday, April 22, 2015 4:09 PM  
**To:** Ariel Smith  
**Subject:** RE: Credit Absorptions

Hi Ariel,

Based on the merchant statement that you’ve shared, your average cost per transaction is \$2.38. With our pricing model you’ll see an average increase of about \$0.30 per transaction in processing cost.

Example: VISA Debit Utility Cards

- Today your cost is approx. \$1.40
- With IC, your cost will be approx. \$1.70

The IC pricing model is interchange, fees, dues & assessments as pass-thought plus \$.20 per authorization and 75 bps. Unlike some processors who offer a blended rate, we separate all of our fees from the card issuer fees so that you’ll know exactly the card type an mix used by your customers and our processing fees.

I hope this helps.

Thank you,  
Carlyn

Carlyn Altheide  
Western Regional Director  
O: 925-280-4597  
C: 925-705-5900  
[caltheide@invoicecloud.com](mailto:caltheide@invoicecloud.com)

---

**From:** Ariel Smith [<mailto:treasurer@ilwaco-wa.gov>]

**Sent:** Tuesday, April 21, 2015 9:01 AM

**To:** Carlyn Altheide

**Subject:** Credit Absorptions

Carlyn,

So the last piece of information that the council is requesting is a better break down in costs, they are really interested in still absorbing the costs of the credit card transactions. Is there another way to break any of that information down. Any additional information would be appreciated.

Thanks,  
Ariel

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates:      Council Workshop:                      Public Hearing:  
                                 Council Discussion Item: 5/11/15      Council Business Item:
- B. Issue/Topic: **Amendment of Goulter Sludge Disposal Site Contract and Extension of Option Agreement and Agreement of Purchase and Sale**
- C. Sponsor(s):  
    1. Mike Cassinelli    2.
- D. Background (overview of why issue is before council):  
    1. Since 1993, the city has had a Sludge Disposal Site Contract to dispose of bio-solids (sludge) and backwash material from the Wastewater Treatment Plant on sites owned by the Goulter Family.  
    2. In 2009, an Option to Purchase Real Property was executed to provide the city an exclusive right to purchase the properties if the Goulters ever intended to sell.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
    1. The Goulter Sludge Disposal Site Contract has had some minor updates which need to be approved by council and executed by the Mayor. Changes have been made to Item 11 "Culverts" and Item 14 "Consideration".  
    2. The Option Agreement must be extended every three years. The deadline for notifying Goulter of an extension is May 24, 2015.
- F. Impacts:  
    1. Fiscal: \$1300.00 per month. Item is budgeted for 2015.  
    2. Legal: Reviewed by Heather Reynolds  
    3. Personnel:  
    4. Service/Delivery:
- G. Planning Commission:      ☐ Recommended      ☒ N/A      ☐ Public Hearing on
- H. Staff Comments:  
    1.
- I. Time Constraints/Due Dates: The City must give written notice extending the purchase option by May 24, 2015
- J. Proposed Motion: **I move to amend the Goulter Sludge Disposal Site Contract dated July 24, 2012 as follows: Paragraph 11, Culverts shall read "City agrees to replace existing culverts that are not functioning properly, not to exceed \$2000.00 in cost per year. If these funds are not used for culverts, they may be expended for fencing in addition to**



**Section 9 above.", and Paragraph 14, Consideration shall read "The payment to Goulter shall be \$1,300.00 per month beginning July 2015."**

**I move to extend for another three years, the Option Agreement and Agreement for Purchase and Sale between the City of Ilwaco and Goulter family.**

## SLUDGE DISPOSAL SITE CONTRACT

This Contract, entered into this 24<sup>th</sup> day of ~~April~~ July, 2012, by and between the City of Ilwaco, a Municipal Corporation, hereinafter referred to as "City," and **Allen James Goulter, III and Trina M. Goulter**, husband and wife, and as Partners in the **Allen James Goulter, III and Trina Goulter Family Limited Partnership**, hereinafter referred to as "Goulter."

WITNESSETH:

THAT CITY AND GOULTER, FOR THE CONSIDERATION HEREINAFTER NAMED, AGREE AS FOLLOWS:

1. PURPOSE: The purpose of this Contract is to set terms and conditions by which City may dispose of bio-solids (sludge) from the Wastewater Treatment Plant and backwash material from the Water Treatment Plant on site or sites owned by Goulter as shown on the attached as Exhibit A.
2. TERM: The term of this Contract shall be three (3) years. The Contract shall automatically renew for successive three (3) year terms unless terminated. Negotiations for the next term shall begin one (1) year prior to the end of a three (3) year term.
3. TERMINATION: Either party can terminate this Contract at the end of a three (3) year term by giving one (1) year advance notice of non-renewal to the other party. The parties may terminate the Contract at any time by mutual consent.
4. INSURANCE: City shall provide insurance to cover Goulter and assume full responsibility in the event of property damage, personal injury and/or environmental cleanup if the damage or injury was directly related to said bio-solids application.
5. RESTRICTION: City shall be restricted from applying bio-solids from any other source except the City of Ilwaco and Wastewater Treatment Plant and backwash from any other source except the City Water Treatment Plant. Use of said site or sites is for the disposal of bio-solids from the City only. The bio-solids shall be distributed by the City only, and not by any other entity or outside contractors unless contracted for City waste.
6. HEALTH PERMIT: City shall provide to Goulter a copy of the Department of Health Permit for bio-solids disposal.
7. ROAD MAINTENANCE: City shall maintain existing roads owned by Goulter which are used by City for purposes of bio-solid disposal. The requirement for maintenance shall be as determined by Goulter and the City as shown below.
8. The entryways and field crossings will be appropriate for easy access and room for the sludge truck to be completely off the highway. Entrances will be moved, if necessary, to accomplish the easy access requirement. City shall install tube steel gates at the entryway

that can be chained and locked. City will maintain the entryway and field crossings with crushed rock so as to prevent ruts and puddles and other unforeseen problems.

9. FENCING: City agrees to provide in the second week of April of each year, \$1,000 worth of fence material until all sludge areas can be separated from cattle. If there is fence material left over from the previous year, this annual contribution will be reduced.
10. DITCHES: City will clean up to 800 feet of ditches on the property until drainage is re-established and use excess dirt to fill stump holes in the field. Some ditches, at Goulter's discretion, shall be abandoned.
11. CULVERTS: City agrees to replace existing culverts that are not functioning properly, not to exceed \$ 2000.00 in cost per year.
12. WEED CONTROL: Every year, City agrees to control the weeds on the fields either by a combination of cutting the weeds and rotavating the fields, or by spraying in less dense areas not to exceed \$6,000.00 per year. Goulter will specify which parcels need weeds removed and ground rotavated.
13. WINTER APPLICATION SITE: Every year, City shall make improvements on winter application sites.
14. CONSIDERATION: The payment to Goulter shall be \$1,333.33 per month beginning July, 2012.
15. Should City be prevented, through no action of its own, from depositing sludge on this property, City shall have the option to suspend the monthly payment.
16. POSTING OF PROPERTY: City shall provide, maintain and post signs at all bio-solid disposal sites.
17. ENTRY/EXIT NOTIFICATION: City agrees to contact Goulter before each sludge application at (360) 642-4636 or (360) 642-2266 or (360) 244-3433. Sludge will be applied only to the sites on Exhibit A.

CITY OF ILWACO

  
Mike Cassinelli, Mayor

GOULTER


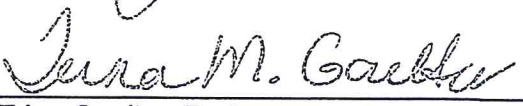
  
Allen James Goulter III  
  
Trina Goulter, Partner



EXHIBIT "A"

**PARCEL 1:**                    **APN: 10112611049**  
**TAX LOT 49 LESS RIGHT OF WAY IN 26-10-11**

All that portion of Section 26, Township 10 North, Range 11 West of W.M., Pacific County, Washington, which lies east of the west branch of the Wallicut River and north of the east branch of said river, INCLUDING railroad right of way and EXCEPTING that portion lying west of Highway 101; also EXCEPTING any portion thereof lying within the boundaries of the Chinook Valley County Road.

**PARCEL 2:**                    **APN: 10112612014**  
**TAX LOT 14 INCLUDING VACANT ROAD; TAX LOT 16 LESS**  
**RIGHT OF WAY IN 26-10-11**

A one-third (1/3) interest in the following property:

(A) Beginning at a point south 89° 15' 36" East 738.6 feet and south 30 feet from the quarter corner to Sections 23 and 26, Township 10 North, Range 11 West of W.M.; thence running south 603.0 feet, thence east 894.4 feet to the west bank of the Wallicut River, thence north 33° 39' west 109.1 feet, thence north 34° 58' west 234.1 feet, thence north 26° 00' west 194 feet, thence north 7° 47' west 96.4 feet, thence north 4° 58' east 42.1 feet to the south side of the National Park Highway, thence north 89° 15' 36" west 604.6 feet to the place of beginning, and

(B) Beginning at a point which is south 89° 46' 48" west 138.3 feet and south 20° 36' 36" east 685.6 feet from the quarter corner to Sections 23 and 26, Township 10 North, Range 11 West of W.M., thence south 20° 36' 36" east 603.9 feet, thence south 1° 11' 35" east 1196.4 feet to the north bank of the Wallicut River, thence northeasterly along the Wallicut River as follows: north 53° 06' east 121.8 feet, north 73° 31' east 175.4 feet, thence north 88° 43' east 228.1 feet, thence north 84° 13' east 111.11 feet, thence north 65° 04' east 52.9 feet, thence north 47° 12' east 42.7 feet, thence north 30° 07' east 157.4 feet, thence north 22° 57' east 84.5 feet, thence north 14° 40' east 121.5 feet, thence north 10° 22' east 328.5 feet, thence north 20° 31' east 108.9 feet, thence north 41° 02' east 81.8 feet, thence north 51° 57' east 99.1 feet, thence north 65° 51' east 214.1 feet, thence north 62° 07' east 155.8 feet, thence north 46° 30' east 79.3 feet, thence north 29° 21' east 73.7 feet, thence north 4° 18' east 50.4 feet, thence north 10° 26' west 65.1 feet, thence north 23° 18' west 104.6 feet, thence north 30° 45' west 119.6 feet, thence north 38° 57' west 89.3 feet, thence north 33° 39' west 40.9 feet, thence west 1529.4 feet to the point of beginning.

EXHIBIT "A" (cont'd.)

**PARCEL 3:**                    **APN: 10112612018**  
**TAX LOT 18 INCLUDING VACANT ROAD IN 26-10-11**

Commencing at a point which is 30 feet South and South 89° 15' 36" East 737.9 feet from the quarter corner of Sections 23 and 26 in Township 10 North, Range 11 West of W.M., thence North 89° 15' 36" West 1299.21 feet; thence South 1205.80 feet; thence North 89° 34' 24" East 848.4 feet to the westerly right of way line of County Road; thence North 1° 11' 36" West 8.80 feet along the westerly right of way line of County Road; thence North 20° 36' 36" West 609.70 feet; thence East 667.01 feet; thence North 603 feet to the point of beginning; LESS PART SOLD.

**PARCEL 4:**                    **APN: 10112612024**  
**TAX LOT 24 AND 25 IN 26-10-11**

Beginning at a point on the South right-of-way line of State Route No. 101 in Section 26, Township 10 North, Range 11 West of W.M., Pacific County, Washington, which point is 687.9 feet East and 30 feet South of the quarter corner between Sections 23 and 26, above Township and Range; thence south 50 feet; thence East 50 feet; thence North 50 feet; thence West 50 feet to point of beginning, AND

A tract of land in the K.S. Corell D.L. C. No. 43 in Section 26, Township 10 North, Range 11 West of W.M., Pacific County, Washington, described as follows: Beginning at a point in the South right-of-way line of State Route No. 101, which point is 687.9 feet East and 30 feet South of the quarter section corner between Sections 23 and 26, aforesaid Township and Range; thence running South 50 feet; thence East 50 feet; thence South 10 feet; thence West 100 feet; thence North 60 feet; thence East 50 feet to point of beginning.

**PARCEL 5:**                    **APN: 10112613010**  
**TAX LOT 10 EAST OF HIGHWAY AND NORTH OF ROAD IN 26-10-11**

That portion of the below-described property lying northeasterly of alternate Highway 101: Beginning at the meander corner between Sections 26 and 27, Township 10 North, Range 11 West of W.M., thence East along the North bank of the Wallicut River 4.74 chains to the point of beginning, thence North 21 degrees 30' East to the North boundary of the Pickernell Donation Land Claim, thence East to the Northeast corner of said Donation Land Claim, thence South to the meander line of the Wallicut River, thence following the meanders of said river downstream to the point of beginning.



EXHIBIT "A" (cont'd.)

EXCEPT therefrom: Beginning at the southeast corner of a tract of land conveyed to John A. Carlson by Oscar Peterson by deed dated March 14, 1888, and recorded in Book J of Deeds at page 251, on the north side of the County Road in Section 26, Township 10 North, Range 11 West of W.M., thence north 7° 42' east 130 feet, thence east 70 feet, thence south parallel with the said first line 100 feet, thence west along the north line of the County Road 100 feet to the place of beginning.

ALSO, EXCEPTING: Beginning at a stake north 38° 01' 30" east 536.1 feet from the meander corner on the north bank of Wallicut River, being the corner to Tractional Sections 26 and 27, Township 10 North, Range 11 West of W.M., thence north 7° 24' east 1408.1 feet, thence south 82° 36' east 13.3 feet, thence south 8° 08' west 1408.2 feet to the place of beginning, containing .30 of an acre to be used for a private roadway.

ALSO, excepting the former right of way of the Columbia Valley Railroad Company and rights of way for public roads.

WINTER APPLICATION SITES:

PARCEL 6:                    APN: 10112443003  
                                 TAX LOT 3 IN 24-10-11

Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 24, Township 10 North, Range 11 West of W.M., thence in a Southeasterly direction to a point on the South line of said Section 24, Township 10 North, Range 11 West of W.M. 50 rods East of the Southwest corner thereof; thence South on a line parallel with the West boundary line of Section 25 to the East Branch of the Wallicut River; thence Easterly following the meander of said river to the North boundary line of said Section 25; thence Northwesterly following the center line of the East Branch of said Wallicut River and the West fork thereof along the East boundary line of a certain tract of land conveyed by Marshall Somes to J.R. Goulter; thence along the West boundary line of a tract conveyed by J. R. Goulter to Somes; thence following such Westerly boundary line to the Northwest corner of said tract; thence West to the place of beginning. Being a part of the Southeast quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 24, Township 10 North, Range 11 West of W.M.; all of Lots 1 and 2; part of Lot 3; and the Northeast quarter of the Northwest quarter of Section 25, Township 10 North, Range 11 West of W.M., Pacific County, Washington, LESS ROAD, and LESS part north of N.P. Highway.

EXHIBIT "A" (cont'd.)

**PARCEL 7:**            **APN: 10112444000 & 10112443001**  
**SE 1/4 OF SE 1/4 LESS ROAD AND METES AND BOUNDS IN**  
**24-10-11**

That portion of the South half of the Southeast quarter of Section 24, Township 10 North, Range 11 West of W.M., Pacific County, Washington, described as follows: Beginning at a point 11.31 chains West of the Northeast corner of the Southwest quarter of the Southeast quarter of said Section 24; thence South 4.60 chains to the center of the East Fork of the Wallicut River; thence down the center of the Wallicut River to a point about 7.26 chains East of the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 24; thence East to the Southeast corner of said Section; thence North to the Northeast corner of the Southeast quarter of the Southeast quarter of said Section; thence West to the point of beginning.

EXCEPTING THEREFROM the right-of-way for State Route 101

AND EXCEPT Former right-of-way of Columbia Valley Railroad Company 100 feet in width as located over and across the Northeast quarter of the Southeast quarter and Lot 8 of Section 25, disclosed under deed recorded in Volume 50 of Deeds at page 107, portions now a County road as conveyed to Pacific County in Volume 106 at page 110.

SUBJECT TO: Reservation made by Edward Bridges, a single man, in instrument dated February 8, 1963, recorded in Volume 189 of Deeds, at page 657, of an undivided forty-nine per cent of the oil and mineral rights.

SUBJECT TO: Permanent easement given to Peoples West Coast Hydro Electric Corporation to construct and maintain electric power transmission line over and across the Southeast quarter of the Southeast quarter of Section 25, under instrument recorded in Volume 102 of Deeds at page 231.

SUBJECT TO: Liability for lien of taxes on the timber located on the property. The lands herein described are designated on the tax rolls as forest land pursuant to RCW 84.33, and the timber located thereon is not taxed as real property but will be subject to collection of a tax upon harvesting thereof. In the event that said property is removed from its present designation of forest land, it may become liable to assessment of a compensating tax for prior years. Any sale or transfer of said property requires completion of an application and submission to the County Assessor within 60 days of such sale requesting that the classification be continued.



EXHIBIT "A" (cont'd.)

**PARCEL 8:**            **APN: 10103032000**  
**NORTHWEST 1/4 OF SOUTHWEST 1/4 IN 30-10-10**

The Northwest Quarter of the Southwest Quarter of Section 30, Township 10 North, Range 10 West, W.M., Pacific County, Washington, EXCEPTING THEREFROM the right-of-way of Chinook Valley County Road. SUBJECT TO: That encumbrance set out as Exception No. 1 on "Exhibit A" of Transamerica Title Insurance Policy No. 51038.

**PARCEL 9:**            **APN: 10112522007**  
**INC RR R/WSEC 24/25**

All of the following property SOUTH of Highway 101:

Beginning at the Northwest corner of the Southwest one quarter of Section No. 24, in Township No. 10 North of Range No. 11, West of the Willamette Meridian; thence running East 80 rods; thence South 160 rods, thence East 50 rods; thence South to the Wallicut River; thence following the meanders of said Wallicut River to a point due South of the place of beginning; thence North to the place of beginning; containing in all 219.50 acres of land, and all situated in the County of Pacific, State of Washington.

## SLUDGE DISPOSAL SITE CONTRACT

This Contract, entered into this 24th day of July, 2015, by and between the **City of Ilwaco**, a Municipal Corporation, hereinafter referred to as "City," and **Allen James Goulter, III and Trina M. Goulter**, husband and wife, and as Partners in the **Allen James Goulter, III and Trina Goulter Family Limited Partnership**, hereinafter referred to as "Goulter."

WITNESSETH:

THAT CITY AND GOULTER, FOR THE CONSIDERATION HEREINAFTER NAMED, AGREE AS FOLLOWS:

1. PURPOSE: The purpose of this Contract is to set terms and conditions by which City may dispose of bio-solids (sludge) from the Wastewater Treatment Plant and backwash material from the Water Treatment Plant on site or sites owned by Goulter as shown on the attached as Exhibit A.
2. TERM: The term of this Contract shall be three (3) years. The Contract shall automatically renew for successive three (3) year terms unless terminated. Negotiations for the next term shall begin one (1) year prior to the end of a three (3) year term.
3. TERMINATION: Either party can terminate this Contract at the end of a three (3) year term by giving one (1) year advance notice of non-renewal to the other party. The parties may terminate the Contract at any time by mutual consent.
4. INSURANCE: City shall provide insurance to cover Goulter and assume full responsibility in the event of property damage, personal injury and/or environmental cleanup if the damage or injury was directly related to said bio-solids application.
5. RESTRICTION: City shall be restricted from applying bio-solids from any other source except the City of Ilwaco and Wastewater Treatment Plant and backwash from any other source except the City Water Treatment Plant. Use of said site or sites is for the disposal of bio-solids from the City only. The bio-solids shall be distributed by the City only, and not by any other entity or outside contractors unless contracted for City waste.
6. HEALTH PERMIT: City shall provide to Goulter a copy of the Department of Health Permit for bio-solids disposal.
7. ROAD MAINTENANCE: City shall maintain existing roads owned by Goulter which are used by City for purposes of bio-solid disposal. The requirement for maintenance shall be as determined by Goulter and the City as shown below.
8. ENTRANCES: The entryways and field crossings will be appropriate for easy access and room for the sludge truck to be completely off the highway. Entrances will be moved, if necessary, to accomplish the easy access requirement. City shall install tube steel gates at

the entryway that can be chained and locked. City will maintain the entryway and field crossings with crushed rock so as to prevent ruts and puddles and other unforeseen problems.

9. FENCING: City agrees to provide in the second week of April of each year, \$1,000 worth of fence material until all sludge areas can be separated from cattle. If there is fence material left over from the previous year, this annual contribution will be reduced.
10. DITCHES: City will clean up to 800 feet of ditches on the property until drainage is re-established and use excess dirt to fill stump holes in the field. Some ditches, at Goulter's discretion, shall be abandoned.
11. CULVERTS: City agrees to replace existing culverts that are not functioning properly, not to exceed \$2000.00 in cost per year. If these funds are not used for culverts, they may be expended for fencing in addition to the funding in Section 9 above.
12. WEED CONTROL: Every year, City agrees to control the weeds on the fields either by a combination of cutting the weeds and rotavating the fields, or by spraying in less dense areas not to exceed \$6,000.00 per year. Goulter will specify which parcels need weeds removed and ground rotavated.
13. WINTER APPLICATION SITE: Every year, City shall make improvements on winter application sites.
14. CONSIDERATION: The payment to Goulter shall be \$1,300.00 per month beginning July, 2015.
15. Should City be prevented, through no action of its own, from depositing sludge on this property, City shall have the option to suspend the monthly payment.
16. POSTING OF PROPERTY: City shall provide, maintain and post signs at all bio-solid disposal sites.
17. ENTRY/EXIT NOTIFICATION: City agrees to contact Goulter before each sludge application at (360) 642-4636 or (360) 642-2266 or (360) 244-3433. Sludge will be applied only to the sites on Exhibit A.

CITY OF ILWACO

GOULTER

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Mike Cassinelli, Mayor

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Allen James Goulter III

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Trina Goulter, Partner



**EXHIBIT A**  
**SLUDGE DISPOSAL SITE CONTRACT**

Parcel Numbers:

10112611049:	TAX LOT 49 LESS RIGHT OF WAY IN 26-10-11
10112612014:	TAX LOT 14 INCLUDING VACANT ROAD; TAX LOT 16 LESS RIGHT OF WAY IN 26-10-11
10112612018:	TAX LOT 18 INCLUDING VACANT ROAD IN 26-10-11
10112612024:	TAX LOT 24 AND 25 IN 26-10-11
10112613010:	TAX LOT 10 EAST OF HIGHWAY AND NORTH OF ROAD IN 26-10-11

Winter Application Sites:

10112443003:	TAX LOT 3 IN 24-10-11
10112444000:	SE ¼ OF SE ¼ LESS ROAD AND METES AND BOUNDS IN 24-10-11
10103032000:	NORTHWEST ¼ OF SOUTHWEST ¼ IN 30-10-10
10112522007:	INC RR RWSEC 24/25

After recording, return to:  
City of Ilwaco  
PO Box 548  
Ilwaco, WA 98624

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**Reference #**

**Grantor:** Allen James Goulter III, Trina M Goulter, Goulter Family Limited Partnership

**Grantee:** City of Ilwaco

**Legal Description:** 101124 03, 101125 007, 101126 049, 101126 014, 101126 018, 101126 024,

**Assessor's Property Tax Parcel:** 101126 010 E Hwy & N RD, 101030 NW SW

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**OPTION AGREEMENT  
AND  
AGREEMENT OF PURCHASE AND SALE**

**DATE:** July 24<sup>th</sup>, 2012 ("Effective Date")

**FROM:** Allen James Goulter III  
Allen J. Goulter III and Trina M. Goulter Family Limited Partnership  
899 Chinook Valley Road  
Ilwaco, Washington 98624 ("Owners")

**TO:** City of Ilwaco, a Municipal Corporation  
P.O. Box 548  
Ilwaco, Washington 98624 ("Optionee")

**RECITALS**

Owners own fee simple title to the real property described in Exhibit A, known as tax parcel numbers 10112443003, 10112522007, 10112611049, 10112612014, 10112612018, 10112612024, 10112613010 and 1010303200; together with all improvements situated thereon. The real property and improvements, together with all other rights, hereditaments, and



tenements appurtenant to the real property and improvements, are collectively referred to herein as the "Property".

Optionee and Owners currently have entered into a Sludge Disposal Site Contract for sludge disposal on the Owners' property, and Optionee desires to acquire an option to purchase the Property, should Owners elect to sell, on the terms and conditions herein stated.

Owners have agreed to grant Optionee an exclusive option to purchase the Property, should Owners elect to sell, and the parties desire to evidence their agreement regarding the option.

The parties therefore agree as follows:

## **AGREEMENT**

### **Section 1. Grant of Option**

Owners, for and in consideration of the Sludge Disposal Site Contract between the parties, and the sum of \$10 paid to Owners by Optionee in cash, receipt of which is acknowledged by Owners, grant to Optionee the sole and exclusive option to purchase the Property in the manner and for the price stated in this Agreement.

### **Section 2. Option Terms**

**2.1 Term.** The initial term of the Option (the initial term") shall commence on the effective date and shall continue for a period of three years. Optionee shall have the right to the Option for three additional terms of three years each. Each extension period (the "extension term") will commence on the date the initial term expires. Optionee shall give Owners written notice at least 60 days prior to the end of the expiring term of its election to extend the Option for the extension term. If the last day of the initial term or the extension term falls on a Saturday, a Sunday, or a holiday recognized by the Federal government or the State of Washington, all of Optionee's rights during either such time period shall extend through the next business day.

**2.2 Owners' Notice.** If Owners decide to sell a portion of, or all, the Property, Owners shall give Optionee written notice of their intent (Owners' notice) specifying the acreage and describing the property that is available for purchase.

**2.3 Exercise of Option.** This Option shall be exercised, if at all, by written notice (the "exercise notice") given by Optionee to Owners within 60 days of receipt of Owners' notice. Optionee may purchase any amount of the total acreage available that is permitted for purchase as a separate parcel under Pacific County zoning rules. Upon exercise of this Option, Optionee shall be obligated to purchase the Property from Owners, and Owners shall be obligated to sell the Property to Optionee, for the price and in the manner herein set forth.

**2.4 Failure to Exercise Option.** If Optionee fails for any reason to exercise this Option in the manner set forth herein, Optionee shall have no further claim against or interest in the Property or any of the option money payments, unless Optionee is entitled to a refund of the option money payments under another provision of this Agreement. In the event of the failure to exercise the Option, Optionee shall provide Owners with any instruments that Owners



reasonably may deem necessary for the purpose of removing from the public record any cloud on title to the Property which is attributable to the grant or existence of this Option.

### **Section 3. Option Money**

In payment for Owners' grant of this Option, Optionee has paid or will pay Owners the following sums (the "option money payments"): (1) Contemporaneously with the execution of this Agreement, Optionee has paid Owners the cash sum of \$10; (2) Contemporaneously with each election by Optionee to extend the option term under Section 2, Optionee will pay Owners the cash sum of \$10. Whether or not the Option is actually exercised, the option money payments shall belong to Owners, however the option money payments shall be credited against the purchase price.

### **Section 4. Purchase Price**

**4.1 Purchase Price.** The purchase price for the Property (the "purchase price") for the initial term shall be \$3,200 per acre. The Optionee's notice for each extension term shall contain an offered price for that term. Owners shall notify Optionee at least 30 days prior to the end of the expiring term if the price offered is unacceptable. In that case, the parties will jointly select, and pay for, a real estate appraiser to determine the per acre price. In no event shall the offered price be less than \$3,200.00 per acre.

**4.2 Payment of Purchase Price.** The purchase price for the Property shall be payable as follows:

**4.2.1** Optionee shall be given credit for the option money payments actually paid by Optionee to Owners.

**4.2.2** The entire balance of the purchase price shall be paid in cash at closing.

### **Section 5. Remedies**

**5.1 Optionee.** In the event Owners breach any term or provision of this Agreement, then Optionee, as its exclusive remedy and in lieu of any other relief, may either (1) terminate this Agreement and obtain the return of all option money payments previously paid to Owners, or (2) tender performance of the obligations of Optionee and specifically enforce all obligations of Owners.

**5.2 Owner.** In the event Optionee breaches any term or provision of this Agreement, and regardless of whether the breach occurs before or after Optionee notifies Owners of the exercise of the Option, then Owners, as their exclusive remedy and in lieu of any other relief, shall be entitled to terminate this Agreement by giving Optionee written notice of termination and to retain all option money payments paid by Optionee. Owners acknowledge (1) the adequacy of this exclusive remedy and (2) that this limitation of remedies is an essential part of this Agreement from the perspective of Optionee. Notwithstanding the above, Optionee agrees to pay all costs incurred by Owners as a result of Optionee's "Notice of exercise of option" if

Optionee for any reason does not complete the purchase.

## **Section 6. Title**

On the closing date, Pacific County Title Company shall be ready, willing, and able to issue, and shall issue to Optionee upon recordation of the Owners' deed mentioned below, the title insurance policy required herein.

## **Section 7. Closing**

**7.1 Time and Place.** Closing of the sale and purchase of the Property (the "closing") shall occur on a date (the "closing date") selected by Optionee, but in all events the closing shall occur within thirty (30) days after the date that the exercise notice is given. The escrow for the closing shall be established at the office of Pacific County Title Company (the "Title Company"), at South Bend, Washington.

**7.2 Costs.** Optionee shall pay the escrow fee of the Title Company with respect to the closing. Optionee shall pay the premium for the title insurance policy. Optionee shall pay all conveyance or excise taxes payable by reason of the purchase and sale of the Property. Optionee shall pay the fee (exclusive of any conveyance or excise tax) for recording the conveyance documents referred to herein.

## **Section 8. Conveyance**

At the closing, Owners shall execute, acknowledge, and deliver to Optionee a Statutory Warranty Deed conveying the Property to Optionee, subject only to the Permitted Exceptions.

## **Section 9. Ownership**

During the term, Owners shall not sell, contract to sell, assign, or otherwise transfer the Property or any part of it, nor grant an option to any third party to acquire all or any portion of it.

## **Section 10. Successors and Assigns**

All of the terms, provisions, and conditions hereof shall be binding on and inure to the benefit of the heirs, successors, and assigns of Owners and Optionee.

## **Section 11. Notices**

All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:



To Owners: 899 Chinook Valley Road  
Ilwaco, Washington 98624

To Optionee: City of Ilwaco  
P.O. Box 548  
Ilwaco, Washington 98624

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

#### **Section 12. Attorney Fees**

If litigation is instituted with respect to this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to all other sums and allowable costs, its reasonable attorney fees, both in preparation for and at trial and any appeal or review, such amount to be set by the court before which the matter is heard.

#### **Section 13. Integration, Modification, or Amendments**

This Agreement contains the entire agreement of the parties with respect to the Property and supersedes all prior written and oral negotiations and agreements with respect to the Property. Any modifications, changes, additions, or deletions to this Agreement must be approved by Owners and Optionee, in writing.

#### **Section 14. Counterparts; Pronouns**

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall be effective when one or more counterparts have been signed and delivered by Owners and Optionee. With respect to any pronouns used, each gender used shall include the other gender and the singular and the plural, as the context may require.

#### **Section 15. Governing Law; Interpretation**

This Agreement shall be governed by the laws of Washington. In the event a court of competent jurisdiction holds any portion of this Agreement to be void or unenforceable as written, Owners and Optionee intend that (1) that portion of this Agreement be enforced to the extent permitted by law, and (2) the balance of this Agreement remain in full force and effect.

#### **Section 16. Time Is of the Essence**

Time is of the essence of this Agreement.

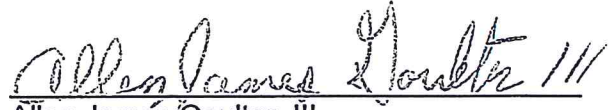


## Section 17. Owners Home Property Excluded

Parcel number 10112522007 includes Owners residence real property and other improvements. Should Owners offer this parcel to Optionee pursuant to the terms of this agreement then Owners reserve the right to designate such portion of that parcel that will be segregated out of the parcel to include these premises. Optionee agrees, at Optionee's sole cost and expense, to have the necessary survey and legal description prepared and filed to accomplish this task. This is to include all county fees and recording costs associated with this segregation.

Executed on the day and year first above written.

OWNERS:

  
Allen James Goulter, III

  
Allen James Goulter, III, Partner  
Allen James Goulter III and Trina M.  
Goulter Family Limited Partnership

  
Trina M. Goulter, Partner  
Allen James Goulter III and Trina M.  
Goulter Family Limited Partnership

OPTIONEE:


  
Mike Cassinelli, Mayor  
City of Ilwaco

EXHIBIT "A"

**PARCEL 1:**                    **APN: 10112611049**  
**TAX LOT 49 LESS RIGHT OF WAY IN 26-10-11**

All that portion of Section 26, Township 10 North, Range 11 West of W.M., Pacific County, Washington, which lies east of the west branch of the Wallicut River and north of the east branch of said river, INCLUDING railroad right of way and EXCEPTING that portion lying west of Highway 101; also EXCEPTING any portion thereof lying within the boundaries of the Chinook Valley County Road.

**PARCEL 2:**                    **APN: 10112612014**  
**TAX LOT 14 INCLUDING VACANT ROAD; TAX LOT 16 LESS**  
**RIGHT OF WAY IN 26-10-11**

A one-third (1/3) interest in the following property:

(A) Beginning at a point south  $89^{\circ} 15' 36''$  East 738.6 feet and south 30 feet from the quarter corner to Sections 23 and 26, Township 10 North, Range 11 West of W.M.; thence running south 603.0 feet, thence east 894.4 feet to the west bank of the Wallicut River, thence north  $33^{\circ} 39'$  west 109.1 feet, thence north  $34^{\circ} 58'$  west 234.1 feet, thence north  $26^{\circ} 00'$  west 194 feet, thence north  $7^{\circ} 47'$  west 96.4 feet, thence north  $4^{\circ} 58'$  east 42.1 feet to the south side of the National Park Highway, thence north  $89^{\circ} 15' 36''$  west 604.6 feet to the place of beginning, and

(B) Beginning at a point which is south  $89^{\circ} 46' 48''$  west 138.3 feet and south  $20^{\circ} 36' 36''$  east 685.6 feet from the quarter corner to Sections 23 and 26, Township 10 North, Range 11 West of W.M., thence south  $20^{\circ} 36' 36''$  east 603.9 feet, thence south  $1^{\circ} 11' 35''$  east 1196.4 feet to the north bank of the Wallicut River, thence northeasterly along the Wallicut River as follows: north  $53^{\circ} 06'$  east 121.8 feet, north  $73^{\circ} 31'$  east 175.4 feet, thence north  $88^{\circ} 43'$  east 228.1 feet, thence north  $84^{\circ} 13'$  east 111.11 feet, thence north  $65^{\circ} 04'$  east 52.9 feet, thence north  $47^{\circ} 12'$  east 42.7 feet, thence north  $30^{\circ} 07'$  east 157.4 feet, thence north  $22^{\circ} 57'$  east 84.5 feet, thence north  $14^{\circ} 40'$  east 121.5 feet, thence north  $10^{\circ} 22'$  east 328.5 feet, thence north  $20^{\circ} 31'$  east 108.9 feet, thence north  $41^{\circ} 02'$  east 81.8 feet, thence north  $51^{\circ} 57'$  east 99.1 feet, thence north  $65^{\circ} 51'$  east 214.1 feet, thence north  $62^{\circ} 07'$  east 155.8 feet, thence north  $46^{\circ} 30'$  east 79.3 feet, thence north  $29^{\circ} 21'$  east 73.7 feet, thence north  $4^{\circ} 18'$  east 50.4 feet, thence north  $10^{\circ} 26'$  west 65.1 feet, thence north  $23^{\circ} 18'$  west 104.6 feet, thence north  $30^{\circ} 45'$  west 119.6 feet, thence north  $38^{\circ} 57'$  west 89.3 feet, thence north  $33^{\circ} 39'$  west 40.9 feet, thence west 1529.4 feet to the point of beginning.



EXHIBIT "A" (cont'd.)

**PARCEL 3:**                    **APN: 10112612018**  
**TAX LOT 18 INCLUDING VACANT ROAD IN 26-10-11**

Commencing at a point which is 30 feet South and South 89° 15' 36" East 737.9 feet from the quarter corner of Sections 23 and 26 in Township 10 North, Range 11 West of W.M., thence North 89° 15' 36" West 1299.21 feet; thence South 1205.80 feet; thence North 89° 34' 24" East 848.4 feet to the westerly right of way line of County Road; thence North 1° 11' 36" West 8.80 feet along the westerly right of way line of County Road; thence North 20° 36' 36" West 609.70 feet; thence East 667.01 feet; thence North 603 feet to the point of beginning; LESS PART SOLD.

**PARCEL 4:**                    **APN: 10112612024**  
**TAX LOT 24 AND 25 IN 26-10-11**

Beginning at a point on the South right-of-way line of State Route No. 101 in Section 26, Township 10 North, Range 11 West of W.M., Pacific County, Washington, which point is 687.9 feet East and 30 feet South of the quarter corner between Sections 23 and 26, above Township and Range; thence south 50 feet; thence East 50 feet; thence North 50 feet; thence West 50 feet to point of beginning, AND

A tract of land in the K.S. Corell D.L. C. No. 43 in Section 26, Township 10 North, Range 11 West of W.M., Pacific County, Washington, described as follows: Beginning at a point in the South right-of-way line of State Route No. 101, which point is 687.9 feet East and 30 feet South of the quarter section corner between Sections 23 and 26, aforesaid Township and Range; thence running South 50 feet; thence East 50 feet; thence South 10 feet; thence West 100 feet; thence North 60 feet; thence East 50 feet to point of beginning.

**PARCEL 5:**                    **APN: 10112613010**  
**TAX LOT 10 EAST OF HIGHWAY AND NORTH OF ROAD IN 26-10-11**

That portion of the below-described property lying northeasterly of alternate Highway 101: Beginning at the meander corner between Sections 26 and 27, Township 10 North, Range 11 West of W.M., thence East along the North bank of the Wallicut River 4.74 chains to the point of beginning, thence North 21 degrees 30' East to the North boundary of the Pickernell Donation Land Claim, thence East to the Northeast corner of said Donation Land Claim, thence South to the meander line of the Wallicut River, thence following the meanders of said river downstream to the point of beginning.



EXHIBIT "A" (cont'd.)

EXCEPT therefrom: Beginning at the southeast corner of a tract of land conveyed to John A. Carlson by Oscar Peterson by deed dated March 14, 1888, and recorded in Book J of Deeds at page 251, on the north side of the County Road in Section 26, Township 10 North, Range 11 West of W.M., thence north 7° 42' east 130 feet, thence east 70 feet, thence south parallel with the said first line 100 feet, thence west along the north line of the County Road 100 feet to the place of beginning.

ALSO, EXCEPTING: Beginning at a stake north 38° 01' 30" east 536.1 feet from the meander corner on the north bank of Wallicut River, being the corner to Tract Sections 26 and 27, Township 10 North, Range 11 West of W.M., thence north 7° 24' east 1408.1 feet, thence south 82° 36' east 13.3 feet, thence south 8° 08' west 1408.2 feet to the place of beginning, containing .30 of an acre to be used for a private roadway.

ALSO, excepting the former right of way of the Columbia Valley Railroad Company and rights of way for public roads.

WINTER APPLICATION SITES:

PARCEL 6:                      APN: 10112443003  
                                    TAX LOT 3 IN 24-10-11

Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 24, Township 10 North, Range 11 West of W.M., thence in a Southeasterly direction to a point on the South line of said Section 24, Township 10 North, Range 11 West of W.M. 50 rods East of the Southwest corner thereof; thence South on a line parallel with the West boundary line of Section 25 to the East Branch of the Wallicut River; thence Easterly following the meander of said river to the North boundary line of said Section 25; thence Northwesterly following the center line of the East Branch of said Wallicut River and the West fork thereof along the East boundary line of a certain tract of land conveyed by Marshall Somes to J.R. Goulter; thence along the West boundary line of a tract conveyed by J. R. Goulter to Somes; thence following such Westerly boundary line to the Northwest corner of said tract; thence West to the place of beginning. Being a part of the Southeast quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 24, Township 10 North, Range 11 West of W.M.; all of Lots 1 and 2; part of Lot 3; and the Northeast quarter of the Northwest quarter of Section 25, Township 10 North, Range 11 West of W.M., Pacific County, Washington, LESS ROAD, and LESS part north of N.P. Highway.

EXHIBIT "A" (cont'd.)

**PARCEL 7:**                    **APN: 10112444000 & 10112443001**  
**SE 1/4 OF SE 1/4 LESS ROAD AND METES AND BOUNDS IN 24-**  
**10-11**

That portion of the South half of the Southeast quarter of Section 24, Township 10 North, Range 11 West of W.M., Pacific County, Washington, described as follows: Beginning at a point 11.31 chains West of the Northeast corner of the Southwest quarter of the Southeast quarter of said Section 24; thence South 4.60 chains to the center of the East Fork of the Wallicut River; thence down the center of the Wallicut River to a point about 7.26 chains East of the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 24; thence East to the Southeast corner of said Section; thence North to the Northeast corner of the Southeast quarter of the Southeast quarter of said Section; thence West to the point of beginning.

EXCEPTING THEREFROM the right-of-way for State Route 101

AND EXCEPT Former right-of-way of Columbia Valley Railroad Company 100 feet in width as located over and across the Northeast quarter of the Southeast quarter and Lot 8 of Section 25, disclosed under deed recorded in Volume 50 of Deeds at page 107, portions now a County road as conveyed to Pacific County in Volume 106 at page 110.

SUBJECT TO: Reservation made by Edward Bridges, a single man, in instrument dated February 8, 1963, recorded in Volume 189 of Deeds, at page 657, of an undivided forty-nine per cent of the oil and mineral rights.

SUBJECT TO: Permanent easement given to Peoples West Coast Hydro Electric Corporation to construct and maintain electric power transmission line over and across the Southeast quarter of the Southeast quarter of Section 25, under instrument recorded in Volume 102 of Deeds at page 231.

SUBJECT TO: Liability for lien of taxes on the timber located on the property. The lands herein described are designated on the tax rolls as forest land pursuant to RCW 84.33, and the timber located thereon is not taxed as real property but will be subject to collection of a tax upon harvesting thereof. In the event that said property is removed from its present designation of forest land, it may become liable to assessment of a compensating tax for prior years. Any sale or transfer of said property requires completion of an application and submission to the County Assessor within 60 days of such sale requesting that the classification be continued.



EXHIBIT "A" (cont'd.)

**PARCEL 8:**                    **APN: 10103032000**  
**NORTHWEST 1/4 OF SOUTHWEST 1/4 IN 30-10-10**

The Northwest Quarter of the Southwest Quarter of Section 30, Township 10 North, Range 10 West, W.M., Pacific County, Washington, EXCEPTING THEREFROM the right-of-way of Chinook Valley County Road. SUBJECT TO: That encumbrance set out as Exception No. 1 on "Exhibit A" of Transamerica Title Insurance Policy No. 51038.

**PARCEL 9:**                    **APN: 10112522007**  
**INC RR R/WSEC 24/25**

All of the following property SOUTH of Highway 101:

Beginning at the Northwest corner of the Southwest one quarter of Section No. 24, in Township No. 10 North of Range No. 11, West of the Willamette Meridian; thence running East 80 rods; thence South 160 rods, thence East 50 rods; thence South to the Wallicut River; thence following the meanders of said Wallicut River to a point due South of the place of beginning; thence North to the place of beginning; containing in all 219.50 acres of land, and all situated in the County of Pacific, State of Washington.



## CITY OF ILWACO CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates:      Council Workshop:                      Public Hearing:  
                                 Council Discussion Item: 5/11/15      Council Business Item:

B. Issue/Topic: **Amend Title 15.16 of the Ilwaco Municipal Code, Development in Flood Areas**

C. Sponsor(s):

1. Cassinelli
- 2.

D. Background (overview of why issue is before council):

1. The Dept. of Homeland Security (DHS) has reviewed the City of Ilwaco's flood damage prevention ordinance and found that the City of Ilwaco's ordinance is mostly compliant with the minimum standards with only a couple of changes needed.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. Per DHS REgion 10, "Between ordinance # 794 and # 816, the provisions for flood openings appear to be crossed out. Property owners will face higher insurance rates without flood openings, since adequate flood openings are used in the rating factors for insurance and the structure will be rated at the ground level (including crawlspace floor) instead of the next higher floor."
2. Per DHS REgion 10, "The new a, b, & c in #816 are good for allowing crawlspaces, however, I wanted to make sure the city was making the determination that the only way to satisfy the requirement to equalize the hydrostatic and hydrodynamic pressures was to have the foundation designed and certified by a registered professional engineer or architect. This is a higher regulatory standard, so I wanted to make sure this is what the community was intending." Minimum NFIP standards allow for either the certified design or flood openings.
3. The following must be added back into IMC Code to be compliant with NFIP:
  - a. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided on different sides of each enclosed area.
  - b. The bottom of all openings shall be a maximum of one foot (1') above grade.
  - c. Openings may be equipped with screens, louvers or other coverings or devices provided such openings allow automatic entry and exit of floodwaters.

F. Impacts:

1. Fiscal:
2. Legal: This ordinance has been reviewed by City Attorney, Heather Reynolds.
3. Personnel:

4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

1.

I. Time Constraints/Due Dates: The City of Ilwaco is currently not in compliance with FEMA Region 10 review and should be by May 18, 2015.

J. Proposed Motion: **I move to adopt Ordinance XXX amending Title 15.16, development in flood areas, to comply with the code of Federal Regulations, Dept of Homeland Security and FEMA minimum requirements.**

**CITY OF ILWACO  
ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING TITLE 15.16, DEVELOPMENT IN FLOOD AREAS, TO COMPLY WITH THE STATE MODEL ORDINANCE AND THE NATIONAL FLOOD INSURANCE PROGRAM.**

**WHEREAS**, on April 13, 2015, the City of Ilwaco adopted the most up-to-date state model flood damage prevention ordinance with minor modifications; and

**WHEREAS**, the Department of Homeland Security, FEMA Region 10 has reviewed the ordinance as adopted and identified minor deficiencies that need to be corrected in order to be fully compliant with the National Flood Insurance Program (NFIP) and state floodplain regulations.

**WHEREAS**, the said proposed legislation is within the authority of the City Council to establish.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** Chapter 15.16, Development in Flood Areas, is amended to read as follows:

**Chapter 15.16  
DEVELOPMENT IN FLOOD AREAS**

**15.16.090    Specific standards for flood hazard reduction.**

In all areas of special flood hazard where base flood elevation data have been provided as set forth in section 15.16.050 of this chapter, the following provisions are required:

**A.    Residential construction.**

1.    New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated a minimum of one foot (1') above the base flood elevation.

2.    Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect and below grade crawl spaces will not be considered basements if the following conditions are met:

a.    The interior grade of a crawlspace below the BFE must not be more than 2 feet below the lowest adjacent exterior grade.

b.    The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the floor joist, must not exceed 4 feet at any point.



c. There must be an adequate drainage system that removes floodwaters from the interior of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event.

d. The velocity of floodwater at the site should not exceed 5 feet per second.

e. Ductwork must either be placed above the BFE or sealed to prevent the entry of floodwaters.

f. Buildings that have below-grade crawlspaces will have higher flood insurance premiums than buildings that have the interior elevation at or above the lowest adjacent exterior grade. For additional information, refer to FEMA Technical Bulletin 11.

Or must meet or exceed the following minimum criteria.

a. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided on different sides of each enclosed area.

b. The bottom of all openings shall be a maximum of one foot (1') above grade.

c. Openings may be equipped with screens, louvers or other coverings or devices provided such openings allow automatic entry and exit of floodwaters.

d. The interior grade of a crawlspace below the base flood elevation shall not be more than two feet (2') below the lowest adjacent exterior grade.

e. The height of a below-grade crawl space, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall shall not exceed four feet (4') at any point.

**Section 4.** Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

**Section 5.** Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS XXX DAY OF XXXXX, 2015.**

---

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Ferner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:

EFFECTIVE:



**CITY OF ILWACO  
ORDINANCE NO. 816**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING TITLE 15.16, DEVELOPMENT IN FLOOD AREAS, TO COMPLY WITH THE STATE MODEL ORDINANCE AND THE NATIONAL FLOOD INSURANCE PROGRAM.**

**WHEREAS**, on January 23, 2012, the City of Ilwaco adopted the most up-to-date state model flood damage prevention ordinance with minor modifications; and

**WHEREAS**, the Washington State Department of Ecology has reviewed the ordinance as adopted and identified minor deficiencies that need to be corrected in order to be fully compliant with the National Flood Insurance Program (NFIP) and state floodplain regulations.

**WHEREAS**, the said proposed legislation is within the authority of the City Council to establish.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** Chapter 15.16, Development in Flood Areas, is amended to read as follows:

**Chapter 15.16  
DEVELOPMENT IN FLOOD AREAS**

**15.16.020 Definitions.**

“Development or development activity” means any human-made change to improved or unimproved real estate, including but not limited to:

1. Construction, clearing, grading, filling, excavating, paving, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.
2. Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface or water management system.
3. Subdividing land into two or more parcels.
4. Construction of a permanent sign, unless expressly exempted by this title.
5. Alteration of a historic property for which authorization is required by this title.
6. Changing the use of a site so that the need for parking is increased.
7. Storage of equipment or materials located within the area of special flood hazards.

**15.16.050 Basis for establishing areas of special flood hazard.**

The areas of special flood hazard identified by the federal insurance administration in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for the City of Ilwaco" dated August 1978 ~~1987~~, and any revisions thereto, with an accompanying Flood

Insurance Rate Maps (FIRMs) dated February 1, 1979, and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The FIRM is on file at Ilwaco City Hall, 120 First Av N, Ilwaco, WA. The best available information for flood hazard area identification as outlined in subsection 15.16.060.B2 of this chapter shall be the basis for regulation until a new FIRM is issued that incorporates the data utilized under subsection 15.16.060.B2 of this chapter.

**15.16.060 Local administrator.**

B. Duties and responsibilities. Duties of the local administrator shall include, but not be limited to:

1. Permit threshold review. Review all development permits to determine if the proposed development falls within areas covered by this chapter. If not, the review is complete. If so, conduct further permit review for developments in defined flood areas as follows:

- a. Confirm that permit requirements of this chapter have been satisfied.
- b. Review development permits to determine that all ~~flood-related~~ necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.
- c. Review development permits to determine if proposed development is located in the floodway. If located in the floodway, ensure that encroachment provisions of subsection 15.16.110.A of this chapter are met.

**15.16.090 Specific standards for flood hazard reduction.**

In all areas of special flood hazard where base flood elevation data have been provided as set forth in section 15.16.050 of this chapter, the following provisions are required:

A. Residential construction.

1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated a minimum of one foot (1') above the base flood elevation.

2. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect and below grade crawl spaces will not be considered basements if the following conditions are met: ~~or must meet or exceed the following minimum criteria:~~

a. The interior grade of a crawlspace below the BFE must not be more than 2 feet below the lowest adjacent exterior grade.

b. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the floor joist, must not exceed 4 feet at any point.

c. There must be an adequate drainage system that removes floodwaters from the interior of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event.

d. The velocity of floodwater at the site should not exceed 5 feet per second.



e. Ductwork must either be placed above the BFE or sealed to prevent the entry of floodwaters.

f. Buildings that have below-grade crawlspaces will have higher flood insurance premiums than buildings that have the interior elevation at or above the lowest adjacent exterior grade. For additional information, refer to FEMA Technical Bulletin 11.

a. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided on different sides of each enclosed area.

b. The bottom of all openings shall be a maximum of one foot (1') above grade.

c. Openings may be equipped with screens, louvers or other coverings or devices provided such openings allow automatic entry and exit of floodwaters.

d. The interior grade of a crawlspace below the base flood elevation shall not be more than two feet (2') below the lowest adjacent exterior grade.

e. The height of a below-grade crawl space, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall shall not exceed four feet (4') at any point.

**Section 4.** Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

**Section 5.** Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 8TH DAY OF APRIL, 2013.**

---

Mike Cassinelli, Mayor

ATTEST:

---

PJ Kezele, Deputy City Clerk



VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes	X	X	X	X	X	
Nays						
Abstentions						
Absent						

PUBLISHED: April 17, 2013

EFFECTIVE: April 22, 2013

**CITY OF ILWACO  
ORDINANCE NO. 794**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING TITLE 15.16, DEVELOPMENT IN FLOOD AREAS, TO INCORPORATE THE MOST UP-TO-DATE FLOOD DAMAGE PREVENTION REGULATIONS AS DEVELOPED BY FEMA AND THE WASHINGTON STATE DEPARTMENT OF ECOLOGY.**

**WHEREAS**, close to 300 towns, cities, counties and tribes within the State of Washington participate in the National Flood Insurance Program (NFIP), and as a condition of participation in the NFIP, communities are required to adopt and enforce a flood hazard reduction ordinance that meets the minimum requirements of the NFIP; and

**WHEREAS**, this ordinance incorporates the most up-to-date flood damage prevention regulations, as developed by FEMA and the Washington State Department of Ecology, and includes all the minimum standards required as a condition of participation in the NFIP, and as such, will be used by FEMA and state staff as the basis for providing technical assistance and compliance reviews during the Community Assistance Contact (CAC) and Community Assistance Visit (CAV) process to ensure that federal and state laws are met; and

**WHEREAS**, Ordinances 533, 700, 701 and 702 do not include the most up-to-date flood damage prevention regulations developed by FEMA and the Washington State Department Ecology in 2004, and the city desires to ensure it meets all minimum standards required as a condition of participation in the NFIP; and

**WHEREAS**, the legislature of the state of Washington has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry; and

**WHEREAS**, the flood hazard areas of Ilwaco are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all which have the potential to adversely affect the public health, safety and general welfare; and

**WHEREAS**, these flood losses are caused by the cumulative effect of obstructions in areas of special flood hazard, which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss; and

**WHEREAS**, the City Council did meet at said time and place and did then consider the matter of said proposed policies; and

WHEREAS, the said proposed legislation is within the authority of the City Council to establish.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES ORDAIN AS FOLLOWS:

**Section 1.** Ordinances 533, 700, 701 and 702 are repealed in their entirety.

**Section 2.** Chapter 15.16, Development in Flood Areas, is amended to read as follows:

**Chapter 15.16  
DEVELOPMENT IN FLOOD AREAS**

**Sections:**

**~~15.16.010 — City of Ilwaco flood damage prevention ordinance.~~**

**~~15.16.020 — Development in flood areas.~~**

**~~15.16.010 — City of Ilwaco flood damage prevention ordinance.~~**

~~A. The city of Ilwaco flood damage prevention ordinance, as it is now written or will later be amended, is adopted by reference as part of this title.~~

~~B. The flood damage prevention ordinance sets up specific standards for structures located in areas subject to the one hundred (100) year flood and specific provisions for substantial improvements to or construction of new structures in areas subject to the one hundred (100) year flood. (Ord. 627 (part), 1999)~~

**~~15.16.020 — Development in flood areas.~~**

~~A. Persons proposing development within flood areas must comply with the requirements of the most recent update of the flood damage prevention ordinance in addition to the regulations of this title.~~

~~B. When work in or near water is proposed, a JARPA (joint aquatic resource permits application) form must be submitted. (Ord. 627 (part), 1999)~~

**Sections:**

**15.16.010 Purpose.**

**15.16.020 Definitions.**

**15.16.030 Interpretation.**

**15.16.040 Lands to which chapter applies.**

**15.16.050 Basis for establishing areas of special flood hazard.**

**15.16.060 Local administrator.**

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**15.16.010 Statutory authorization, findings of fact, purpose and objectives.**

Purpose. It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health.
2. Maximize benefit from expenditure of public money.
3. Minimize the need for rescue and relief efforts associated with flooding.
4. Avoid or minimize prolonged business interruptions.
5. Avoid or minimize damage to public facilities and infrastructure located in areas of special flood hazard.
6. Help maintain a stable tax base by providing for sound use and development of areas of special flood hazard so as to avoid or minimize future flood damage.
7. Ensure potential buyers are notified that property is in an area of special flood hazard.
8. Ensure those who occupy areas of special flood hazard assume responsibility for their actions.

D. Methods of reducing flood losses. In order to accomplish its purposes, this chapter includes methods and provisions for:

1. Restricting or prohibiting uses that are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities.
2. Requiring that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction.
3. Controlling the alteration of natural floodplains, stream channels and natural protective barriers, which help accommodate or channel floodwaters.
4. Controlling filling, grading, dredging and other development, which may increase flood damage.
5. Preventing or regulating construction of flood barriers that could divert floodwaters from their natural course or may increase flood hazards in other areas.

**15.16.020 Definitions.**

“Appeal” means a request for a review of the interpretation of any provision of this chapter or a request for a variance.

“Area of shallow flooding” means designated as an AO or AH Zone on the Flood Insurance Rate Map (FIRM). AO zones have base flood depths that range from one to three feet above the natural ground, a clearly defined channel does not exist, the path of flooding is unpredictable and indeterminate and velocity flow may be evident. AO is characterized as sheet flow. AH indicates ponding, and is shown with standard base flood elevations.

“Area of special flood hazard” means the land in the flood plain within a community that is subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.

“Base flood” means the flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the “100-year flood”). It is designated on Flood Insurance Rate Maps (FIRM) by the letters A or V.

“Basement” means any area of the building having its floor sub-grade (below ground level) on all sides.

“Breakaway wall” means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation system.

“Coastal high hazard area” means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as Zone V1-30, VE or V.

“Critical facility” means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations and installations that produce, use or store hazardous materials or hazardous waste.

“Development or development activity” means any human-made change to improved or unimproved real estate, including but not limited to:

1. Construction, clearing, grading, filling, excavating, paving, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.
2. Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface or water management system.
3. Subdividing land into two or more parcels.
4. Construction of a permanent sign, unless expressly exempted by this title.
5. Alteration of a historic property for which authorization is required by this title.
6. Changing the use of a site so that the need for parking is increased.

“Development permit” means any written authorization from the city that authorizes the commencement of a development activity.

“Elevation Certificate” means the official form (FEMA Form 81-31) used to track development, provide elevation information necessary to ensure compliance with community floodplain management chapters, and determine the proper insurance premium rate with Section B completed by the city building inspector.



“Elevated building” means for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings or columns.

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).

“Flood or flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation of runoff of surface waters from any source.

“Flood Insurance Rate Map (FIRM) ” means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

“Flood Insurance Study (FIS) ” means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Maps and the water surface elevation of the base flood.

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

“Lowest floor” means the lowest floor of the lowest enclosed area (including basements). An unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter found at 15.16.090.A2 (i.e. provided there are adequate flood ventilation openings).

“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

“Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“New construction” means structures for which the “start of construction” commenced on or after the effective date of this chapter.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the



construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.

“Recreational vehicle” means 1) a vehicle built on a single chassis; 2) 400 square feet or less when measured at the largest horizontal projection; 3) designed to be self-propelled or permanently towable by a light duty truck; and 4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

“Start of construction,” including substantial improvements, means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“Substantial improvement” means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either: 1) before the improvement or repair is started; or 2) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term can exclude: 1) any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary or safety code specifications that have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or 2) any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

“Variance” means a grant of relief from the requirements of this chapter that permits construction in a manner that would otherwise be prohibited by this chapter.

“Water dependent” means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

#### **15.16.030 Interpretation.**

In the interpretation and application of this chapter, all provisions shall be:



- A. Considered as minimum requirements.
- B. Deemed neither to limit nor repeal any other powers granted under state statutes.

**15.16.040 Lands to which chapter applies.**

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the city.

**15.16.050 Basis for establishing areas of special flood hazard.**

The areas of special flood hazard identified by the federal insurance administration in a scientific and engineering report entitled "The Flood Insurance Study For The City of Ilwaco" dated August 1987, and any revisions thereto, with an accompanying flood insurance rate map (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The FIRM is on file at Ilwaco City Hall, 120 First Av N, Ilwaco, WA. The best available information for flood hazard area identification as outlined in subsection 15.16.060.B2 of this chapter shall be the basis for regulation until a new FIRM is issued that incorporates the data utilized under subsection 15.16.060.B2 of this chapter.

**15.16.060 Local administrator.**

A. Appointment. The mayor or mayor's designee is hereby appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions.

B. Duties and responsibilities. Duties of the local administrator shall include, but not be limited to:

1. Permit threshold review. Review all development permits to determine if the proposed development falls within areas covered by this chapter. If not, the review is complete. If so, conduct further permit review for developments in defined flood areas as follows:

a. Confirm that permit requirements of this chapter have been satisfied.  
b. Review development permits to determine all flood-related necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.

c. Review development permits to determine if proposed development is located in the floodway. If located in the floodway, ensure that encroachment provisions of subsection 15.16.110.A of this chapter are met.

2. Use of other base flood data (in A and V zones). When base flood elevation data have not been provided (A and V zones) in accordance with section 15.16.050 of this chapter, the local administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer sections 15.16.100 and 15.16.120 of this chapter.

3. Information to be obtained and maintained.

a. Where base flood elevation data is provided through the flood insurance study, FIRM or required as in subsection B2 of this section, obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

b. For all new or substantially improved floodproofed structures where base flood elevation data is provided through the flood insurance study, FIRM or as required in subsection B2 of this section:

i. Obtain and record the elevation (in relation to mean sea level) to which the structure was floodproofed.

ii. Maintain the floodproofing certifications required in subsection 15.16.070.B3 of this chapter.

c. Maintain for public inspection all records pertaining to provisions of this chapter.

C. Alteration of Watercourses.

1. Notify adjacent communities and the department of ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the federal insurance administration.

2. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

D. Interpretation of FIRM Boundaries. Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in subsection 15.16.150 of this chapter.

#### **15.16.070 Development permit**

A. Permit required. A development permit shall be obtained before construction or development begins within any area of special flood hazard established in section 15.16.050 of this chapter. The permit shall be for all structures including "manufactured homes," as set forth in 15.16.020 of this chapter, and for all "development," including fill and other activities, also as set forth in the definitions, 15.16.020 of this chapter.

B. Application for development permit: Application for a development permit shall be made on forms furnished by the city and shall include and not be limited to the following: plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question, existing or proposed structures, fill, storage of materials and drainage facilities. Specifically, the following information is required:

1. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures.

2. Elevation to which any structure has been floodproofed relative to mean sea level.

3. Certification by a registered professional engineer or architect that floodproofing methods for any nonresidential structure meet floodproofing criteria in subsection 15.16.090 of this chapter.

4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

#### **15.16.080 General standards for flood hazard reduction.**

In all areas of special flood hazard, the following standards are required:

A. Anchoring.



1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.

2. All manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over the top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques).

B. AH Zone drainage. Adequate drainage paths are required around structures on slopes to guide floodwaters around and away from proposed structures.

C. Construction materials and methods.

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

3. Electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

D. Utilities.

1. All new and replacement water supply systems shall be designed to avoid or minimize infiltration of floodwaters into the systems.

2. Any proposed water well shall be located on high ground that is not in the floodway (Washington administrative code 173-160-171).

3. New and replacement sanitary sewage systems shall be designed to avoid or minimize infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

4. On site waste disposal systems shall be located to avoid impairment of them or contamination from them during flooding.

E. Subdivision Proposals.

1. All subdivision proposals shall be consistent with the need to minimize flood damage.

2. All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.

4. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least fifty (50) lots or five (5) acres (whichever is less).

F. Review of building permits. Where elevation data are not available either through the flood insurance study, FIRM or from another authoritative source (subsection 15.16.050 of this chapter), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding.

etc., where available. Failure to elevate at least two feet (2') above the highest adjacent grade in these zones may result in higher insurance rates.

**15.16.090 Specific standards for flood hazard reduction.**

In all areas of special flood hazard where base flood elevation data have been provided as set forth in section 15.16.050 of this chapter, the following provisions are required:

A. Residential construction.

1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated a minimum of one foot (1') above the base flood elevation.

2. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria.

a. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided on different sides of each enclosed area.

b. The bottom of all openings shall be a maximum of one foot (1') above grade.

c. Openings may be equipped with screens, louvers or other coverings or devices provided such openings allow automatic entry and exit of floodwaters.

d. The interior grade of a crawlspace below the base flood elevation shall not be more than two feet (2') below the lowest adjacent exterior grade.

e. The height of a below-grade crawl space, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall shall not exceed four feet (4') at any point.

B. Nonresidential Construction: New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated a minimum of one foot (1') above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

1. Be floodproofed so that beneath one foot (1') above base flood level the structure is watertight with walls substantially impermeable to the passage of water.

2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

3. Be certified by a registered professional engineer or architect that proposed design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection, based on the engineer's or architect's development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in subsection 15.16.060.B3b of this chapter.

4. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection A2 of this section.



5. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot (1') below the floodproofed level (e.g., a building floodproofed to the base flood level will be rated as 1 foot [1'] below).

6. Any below grade crawlspace must comply with subsection 15.16.090.A2d and e of this title.

C. Manufactured Homes.

1. All manufactured homes to be placed or substantially improved on sites outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of one foot (1') above the base flood elevation and be securely anchored to an adequately designed foundation system to resist flotation, collapse and lateral movement.

2. Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the above manufactured home provisions shall be elevated so that either:

a. The lowest floor of the manufactured home is elevated a minimum of one foot (1') above the base flood elevation.

b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty six inches (36") in height above grade and are securely anchored to an adequately designed foundation system to resist flotation, collapse and lateral movement.

3. Any below grade crawlspace must comply with subsection 15.16.090.A2d and e of this title.

D. Recreational Vehicles. Recreational vehicles placed on sites are required to either:

1. Be on the site for fewer than one hundred eighty (180) consecutive days, and be fully licensed and ready for highway use, on its wheels or jacking system, be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions.

2. Meet the requirements of subsection C of this section and the elevation and anchoring requirements for manufactured homes per subsection 15.16.080.A2 of this chapter.

**15.16.100 Regulatory floodway not designated.**

In areas where a regulatory floodway has not been designated, no new construction, substantial improvements or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot (1') at any point within the community.



#### **15.16.110 Areas designated as floodways.**

Located within areas of special flood hazard established in section 15.16.050 of this chapter are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris and potential projectiles, and which have erosion potential, the following provisions apply:

A. Encroachments prohibited. Encroachments, including fill, new construction, substantial improvements and other development are prohibited unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that a proposed encroachment would not result in any increase in flood levels during the base flood discharge.

B. Construction or reconstruction prohibited. Construction or reconstruction of residential structures is prohibited within designated floodways, except for: 1) repairs, reconstruction or improvements to a structure which do not increase the ground floor area; and 2) repairs, reconstruction or improvements to a structure, the cost of which does not exceed fifty percent (50%) of the market value of the structure either, a) before the repair or reconstruction is started, or b) if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or to structures identified as historic places shall not be included in the fifty percent (50%).

C. Compliance with certain provisions. If subsection A of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of sections 15.16.080 through 15.16.140 of this chapter.

#### **15.16.120 Standards for shallow flooding areas (AO Zones).**

Shallow flooding areas appear on FIRMs as AO zones with depth designations. The base flood depths in these zones range from one to three feet (1' to 3') aboveground where a clearly defined channel does not exist or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow. In these areas, the following provisions apply:

A. Residential structures and manufactured homes. New construction and substantial improvements of residential structures and manufactured homes within AO zones shall have the lowest floor (including basement) elevated above the highest adjacent grade to the structure a minimum of one foot (1') above the depth number specified in feet on the community's FIRM (at least two feet [2'] above the highest adjacent grade to the structure if no depth number is specified).

B. Nonresidential structures. New construction and substantial improvements of nonresidential structures within AO zones shall either:

1. Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site a minimum of one foot (1') or more above the depth number specified on the FIRM (at least 2 feet if no depth number is specified).

2. Together with attendant utility and sanitary facilities, be completely floodproofed to or above the FIRM depth level so that any space below that level is watertight with walls



substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as in subsection 15.16.090.B3 of this chapter.

C. Drainage. Adequate drainage paths shall be placed around structures on slopes to guide floodwaters around and away from proposed structures.

D. Recreational vehicles: Recreational vehicles placed on sites within AO zones on the community's FIRM are required to either:

1. Be on the site for fewer than one hundred eighty (180) consecutive days, and be fully licensed and ready for highway use, on its wheels or jacking system, be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions.

2. Meet the requirements of subsections A and C of this section and the anchoring requirements for manufactured homes (subsection 15.16.080.A2 of this chapter).

#### **15.16.130 Coastal high hazard areas.**

Located within areas of special flood hazard established in section 15.16.050 of this chapter are coastal high hazard areas, designated as zones V1-30, VE and/or V. These areas have special flood hazards associated with high velocity waters from surges and, therefore, in addition to meeting all provisions in this chapter, the following provisions shall also apply:

A. Design and method of construction.

1. All new construction and substantial improvements in zones V1-30 and VE (V if base flood elevation data is available) on the community's FIRM shall be elevated on pilings and columns so that:

a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated a minimum of one foot (1') above the base flood level; and

b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement resulting from wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent (1%) chance of being equaled or exceeded in any given year (a one in one hundred chance, based on the 100-year mean recurrence interval as defined in 15.16.020, "Definitions.").

2. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for construction, and shall certify the design and methods of construction to be used are in accordance with accepted standards of practice for meeting provisions of subsection A1 of this section.

B. Record of elevation. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of each new and substantially improved structure in zones V1-30, VE and V on the community's FIRM, and ascertain whether or not each structure contains a basement. The local administrator shall maintain a record of all such information.

C. Location. All new construction within zones V1-30, VE and V on the community's FIRM shall be located landward of the reach of mean high tide.



D. Breakaway Walls.

1. All new construction and substantial improvements within zones V1-30, VE and V on the community's FIRM shall have the space below the lowest floor either free of obstructions or constructed with non-supporting breakaway walls, open wood lattice work or insect screening intended to collapse under wind and water loads without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakaway wall shall have a design safe loading resistance of not less than ten (10) and no more than twenty (20) pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of twenty (20) pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies the design as proposed meets the following conditions:

a. Breakaway wall collapse shall result from water load less than that which would occur during the base flood.

b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination shall each have a one percent (1%) chance of being equaled or exceeded in any given year (a one in one hundred chance, based on the 100-year mean recurrence interval as defined in 15.16.020, "Definitions.").

2. If breakaway walls are utilized space enclosed or partially enclosed by such walls shall be useable solely for parking of vehicles, building access or storage. Such space shall not be used for human habitation.

E. Fill prohibited. Use of fill for structural support of buildings within zones V1-30, VE and V on the community's FIRM shall be prohibited.

F. Alteration of sand dunes prohibited. Human-made alteration of sand dunes within zones V1-30, VE and V on the community's FIRM that would increase potential flood damage shall be prohibited.

G. Manufactured homes. All manufactured homes to be placed or substantially improved within zones V1-30, V and VE on the community's FIRM on sites located outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood shall meet standards of subsections A through F of this section. Manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within zones V1-30, V and VE on the FIRM shall meet requirements of Title 15.84.

H. Recreational Vehicles: RVs placed on sites within zones V1-30, V and VE on the community's FIRM are required to either:

1. Be on the site for fewer than one hundred eighty (180) consecutive days, and be fully licensed and ready for highway use, on its wheels or jacking system, be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions.



2. Meet the requirements of subsection 15.16.080.A2 of this chapter, and subsections A through F of this section.

**15.16.140 Construction of new critical facilities.**

A. Location. Construction of new critical facilities shall be, to the extent feasible, located outside the limits of the special flood hazard area (SFHA) (100-year floodplain).

B. Site. construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available.

C. Lowest floor elevation. Critical facilities constructed within the SFHA shall have the lowest floor elevated a minimum three feet (3') above the base flood level or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above.

D. Floodproofing and sealing. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

E. Access routes. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

**15.16.150 Interpretation of FIRM boundaries**

Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program.

**15.16.160 Conditions for Variances**

A. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases, the technical justification required for issuing the variance increases.

B. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.

C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

D. Variances shall only be issued upon:

1. A showing of good and sufficient cause.  
2. A determination that failure to grant the variance would result in exceptional hardship to the applicant.

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

E. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from flood elevations should be quite rare.

F. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except 15.16.160.D1, and otherwise complies with Sections 15.16.080.A, D and E of the General Standards.

G. Any applicant to whom a variance is granted shall be given written notice that the permitted structure will be built with its lowest floor below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk.

#### **15.16.170 Abrogation and greater restrictions.**

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

#### **15.16.180 Warning and disclaimer of liability.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof or the federal insurance administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

#### **15.16.190 Violations and penalties.**

Penalties for violations of this chapter shall be assessed and enforced pursuant to 15.02.140, Violations and penalties.

**Section 3.** Section 15.08.065, Fees established, is amended to read as follows:

#### **15.08.065 Fees established. Development Fees**

Application and review fees plus actual costs related to development permits shall be established as appropriate by resolution of the Ilwaco city council. The following fees shall apply to the respective permits. Additionally, the applicant shall be financially responsible for any and all engineering services and other professional consulting/legal services deemed necessary by the city for complete permit and planning review. These additional fees, if any, shall be paid in full



prior to the issuance of final decisions on any application requiring administrative action or signing of any permits final plats, mylars etc.

~~Flood plain permit~~—\$200.00

**Section 4.** Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

**Section 5.** Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 23RD DAY OF JANUARY, 2012.**

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Mike Cassinelli, Mayor

ATTEST:

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PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes	X	X	X	X	X	
Nays						
Abstentions						
Absent						

PUBLISHED: February 1, 2012

EFFECTIVE: February 6, 2012



**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

A. Meeting Dates:      Council Workshop:                      Public Hearing:  
                                 Council Discussion Item:5/11/15      Council Business Item:

**B. Issue/Topic: Water Treatment Plant Improvements – Rebid Change Order #1**

C. Sponsor(s):

1. Cassinelli
- 2.

D. Background (overview of why issue is before council):

This project is near the end of completion and should be up and running before the summer season. There have been no requests for change orders during this project and the operators report that the construction staff have been great to work with. At the request of the water plant operator Rick Gray there have been two changes presented. First, the city has purchased a raw water turbidimeter and the cost to have that installed is \$2,110.14. The second item is to replace the existing clearwell piping which is 6-inch to 10-inch ductile iron piping and fittings which is \$5,851.52.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

These items are fairly small in comparison to the cost of the project as a whole. Again, they are at the request of the operator and will contribute to a more efficient plant.

F. Impacts:

1. Fiscal: This will increase the project amount by \$7,961.66 which is available in the Plant Improvements line item in the budget.
2. Legal:
3. Personnel:
4. Service/Delivery:

G. Planning Commission:      ☐ Recommended      ☒ N/A      ☐ Public Hearing on

H. Staff Comments:

1. None

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to authorize the mayor to execute Change Order #1 for the Water Treatment Plant Improvements - Rebid Project increasing the contract with Rotschy, Inc.**

## CHANGE ORDER

<b>Project Title</b>	Water Treatment Plant Improvements – Rebid		
<b>Owner</b>	City of Ilwaco	<b>Contractor Name</b>	Rotschy, Inc.
<b>Change Order No.</b>	1	<b>Contractor Address</b>	9210 NE 62 <sup>nd</sup> Avenue Vancouver, WA 98665
<b>Change Order Date</b>	April 24, 2015		
<b>G&amp;O No.</b>	12555		

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The following changes are hereby made to the Contract Documents:

### **ITEM NO. 1: Install Raw Water Turbidimeter (COP No. 1)**

Install raw water turbidimeter purchased by the City of Ilwaco, including enlarging the raw water analyzer station backplate to accommodate the additional analyzer, a new conduit and conductor from the analyzer to the Filter System Manufacturer's Control Panel [01 CP 02], and additional integration work as required by Westech and Calvert Technical Services, Inc. to display the raw water turbidity level and provide a high raw water turbidity alarm.

The lump sum cost for this work is: .....\$2,110.14

**Justification:** The additional work is at the request of the Owner.

### **ITEM NO. 2: Modify Clearwell Piping (COP No. 3)**

Replace existing clearwell piping with 10-inch ductile iron piping and fittings, including enlarging the concrete penetration into the clearwell, providing a seal for the concrete penetration; and furnishing and installing a J-hook drop pipe to the bottom of the clearwell to improve the effluent piping water seal.

The lump sum cost for this work is: .....\$5,851.52

**Justification:** The additional work is at the request of the Owner.

### **CHANGE TO CONTRACT PRICE**

Original Contract Amount (without tax): .....	\$803,311.00
Current Contract Amount, as adjusted by previous change orders:.....	\$803,311.00
The Contract Amount due to this Change Order will be increased by: .....	\$ 7,961.66
The new Contract Amount (without tax) due to this Change Order will be:.....	\$811,272.66

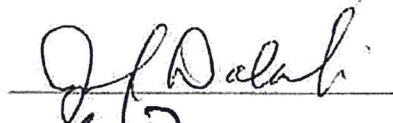
## CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 6 working days, for a total of 63 working days.

The Physical Completion Contract Time will be increased by 6 working days, for a total of 73 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.  
(RECOMMENDED)



Date

4/28/15

ROTSCHY, INC.  
(ACCEPTED)



Date

4.27.15

CITY OF ILWACO  
(ACCEPTED)



Date





## EMERGENCY MEDICAL SERVICES WEEK 2015



**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

**NOW THEREFORE**, I Michael Cassinelli, Mayor of the City of Ilwaco, in recognition of this event do hereby proclaim the week of May 17-23, 2015, as

### EMERGENCY MEDICAL SERVICES WEEK

*With the theme, **EMS: Strong**. I encourage the community to observe this week with appropriate programs, ceremonies and activities.*

Michael Cassinelli  
Mayor, City of Ilwaco Washington